



Town Board of Trustees

Tuesday, March 22, 2022 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/85647104048>

Meeting ID: 856 4710 4048

Passcode: 793963

One tap mobile

+13462487799

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. March 8, 2022 - Regular Meeting Minutes

Attachments:

- **March 8, 2022 - Regular Meeting Minutes** (03-08-2022_-_Regular_Meeting_Minutes.pdf)

b. Adams County Homelessness Services Memorandum of Understanding (MOU)

Attachments:

- **Staff Report Adams County Homelessness Services Memorandum of Understanding (MOU)** (0-TownofBennett_Staff_Report.pdf)
- **Memorandum of Understanding (MOU)** (1-MOU_on_Homelessness_-_Final.pdf)

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- **Mapping Homelessness to Housing Flier** (2-Mapping_Homelessness_to_Housing.pdf)
- **Community Safety & Well-Being Flier** (3-CSWB_Program_Initiatives_Flyer_v2.pdf)

c. Memorandum of Understanding (MOU) Between the Town of Bennett and Kiowa Creek Preserve Holdings, LLC.

Attachments:

- **Staff Memo Memorandum of Understanding (MOU) Between the Town of Bennett and Kiowa Creek Preserve Holdings, LLC.** (MOU_Final.pdf)
- **Memorandum of Understanding (MOU) Between the Town of Bennett and Kiowa Creek Preserve Holdings, LLC.** (Memorandum_of_Understanding_Kiowa_Creek_Preserve__3-11-22_v_.pdf)

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Public Hearing

a. Case 22.01 - Bennett North (Mundell Property) Annexation and Annexation Agreement

Steve Hebert, Planning and Economic Development Manager

Resolution No. 907-22 - A Resolution Concerning a Petition for the Annexation of Property to the Town of Bennett, Colorado, Known as the Bennett North Annexation and Finding the Area Proposed to be Annexed Eligible for Annexation

Ordinance No. 739-22 - An Ordinance Approving an Annexation Known as the Bennett North Annexation to the Town of Bennett, Colorado

Resolution No. 908-22 - A Resolution Approving an Annexation Agreement for the Bennett North Annexation

Attachments:

- **Public Hearing Script** (0-Public_Hearing_Script.pdf)
- **Staff Report Case 22.01 Bennett North (Mundell Property) Annexation and Annexation Agreement** (_1-BennettNorth_Annexation_Board_Staff_Report_03_22_22_FINAL.pdf)
- **PowerPoint Presentation Case 22.01 Bennett North (Mundell Property) Annexation and Annexation Agreement** (2-_BennettNorth_Annex_Board_Presentation_03_22_22_FINAL__1_.pdf)
- **Land Use Application** (3-Bennett_North_Annexation_Land_Use_Application_Form.pdf)
- **Letter of Intent/Narrative** (4-Bennett_North_Annexation_and_Zoning_Narrative__1_.pdf)
- **Annexation Petition** (5-Bennett_North_Petition_for_Annexation.pdf)
- **Annexation Map** (6-BENNETT_NORTH_ANNEXATION_MAP.pdf)
- **Annexation Impact Report** (7-Annexation_Impact_Report_12-21-21.pdf)
- **Bennett North Traffic Memorandum** (8-Bennett_North_Traffic_Memorandum.pdf)
- **Combined Staff and Referral Agency Comments** (9-BennettNorth_Annexation_CombinedReferrals.pdf)
- **Resolution No. 907-22 - A Resolution Concerning a Petition for the Annexation of Property to the Town of Bennett, Colorado, Known as the Bennett North Annexation and Finding the Area Proposed to be Annexed Eligible for Annexation** (10-Benn_North_Elig.Reso_907-22__1_.pdf)
- **Ordinance No. 739-22 - An Ordinance Approving an Annexation Known as the Bennett North Annexation to the Town of Bennett, Colorado** (11-Benn_North_Annex.ord_739-22.pdf)
- **Bennett North Annexation Agreement** (12-Annexation_Agreement_Mundell-Bennett_North__clean_.pdf)
- **Resolution No. 908-22 - A Resolution Approving an Annexation Agreement for the Bennett North Annexation** (13-Benn_North_Annex_Agmt.reso_908-22.pdf)
- **Suggested Motion** (14-suggested_motion.pdf)

b. Case 22.02 - Bennett North (Mundell Property) Zoning

Ordinance No. 740-22 - An Ordinance Zoning Property Annexed to the Town of Bennett and Known as the Bennett North Annexation

Attachments:

- **Staff Report Case 22.02 Bennett North (Mundell Property) Zoning** (_1-BennettNorth_Zoning_Board_Staff_Report_03_22_22_FINAL__1_.pdf)
- **PowerPoint Presentation Case 22.02 Bennett North (Mundell Property) Zoning** (2-_BennettNorth_Zoning_Board_Presentation_03_22_22_FINAL.pdf)
- **Land Use Application** (3-Bennett_North_Rezoning_Land_Use_Application_Form.pdf)
- **Letter of Intent/Narrative** (4-Bennett_North_Annexation_and_Zoning_Narrative.pdf)
- **R-2 Permitted Uses** (5-R-2_PermittedUses.pdf)

- **R-2 Standards** (6-R-2_Standards.pdf)
- **Bennett North Zoning Map** (7-Bennett_North__Rezoning_Map.pdf)
- **Bennett North Traffic Memorandum** (8-Bennett_North_Traffic_Memorandum.pdf)
- **Combined Staff and Referral Agency Comments** (9-CombinedReferralAgencyComments_BennettNorthZoning.pdf)
- **Planning and Zoning Commission Resolution 2022-06** (10-Resolution_No._2022-06_-_Recommending_Approval_of_Initial_Zoning_for_Bennett_North__Case_No._22.02.pdf)
- **Ordinance No. 740-22 - An Ordinance Zoning Property Annexed to the Town of Bennett and Known as the Bennett North Annexation** (11_-_Benn_North_Zoning.ord_740-22.pdf)
- **Suggested Motion** (12-suggested_motion.pdf)

7. Action/Discussion Items

a. Brunner Subdivision Agreement

Resolution No. 909-22 - A Resolution Approving a Subdivision Agreement for the Brunner Subdivision
Melinda Culley, Town Attorney

Dan Giroux, Town Engineer

Attachments:

- **Staff Report Brunner Subdivision Agreement** (0_-_Brunner_SA_Staff_Report.pdf)
- **Brunner Subdivision Agreement** (Brunner_SA__3-16-22_v_.pdf)
- **Construction Cost Estimate** (Brunner_Cost_Estimate__2_.pdf)
- **Landscape Construction Cost Estimate** (Bennett_Brunner_Cost_Estimate_-_Landscaping_Irrigation__2_.pdf)
- **Resolution No. 909-22 - A Resolution Approving a Subdivision Agreement for the Brunner Subdivision** (Brunner_SA.reso.pdf)
- **Suggested Motion** (Proposed_Motion.pdf)

b. Building Department Services Contract Charles Abbott Associates, Inc.

Resolution No. 910-22 - A Resolution Approving an Agreement for Building Department Services by and Between the Town of Bennett and Charles Abbott Associates, Inc.

Trish Stiles, Town Administrator

Attachments:

- **Staff Report Building Department Services Contract Charles Abbott Associates, Inc.** (0-Staff_Report_final.pdf)
- **Charles Abbott Associates, Inc. Agreement** (1_-_Bennet_Building_Department_Services_2022_Agreement.pdf)
- **Resolution No. 910-22 - A Resolution Approving an Agreement for Building Department Services by and Between the Town of Bennett and Charles Abbott Associates, Inc.** (910-22_Charles_Abbot_2022.reso__clean_.pdf)
- **Suggested Motion** (3-suggested_motion.pdf)

8. Town Administrator Report

Trish Stiles, Town Administrator

9. Trustee Comments and Committee Reports

Mayor and Trustees

10. Adjournment

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on
03/17/2022 at 9:26 AM

**TOWN OF BENNETT, COLORADO
BOARD OF TRUSTEES
Regular Meeting
March 8, 2022**

1. CALL TO ORDER

The Board of Trustees of the Town of Bennett met in regular session on Tuesday, March 8, 2022 via hybrid meeting. Mayor Royce D. Pindell called the meeting to order at 7:02 p.m. The following persons were present upon the call of the roll:

Mayor: Royce D. Pindell

Trustees Present: Kevin Barden
Darvin Harrell - *excused*
Whitney Oakley
Denice Smith
Donna Sus
Larry Vittum

Staff Present: Trish Stiles, *Town Administrator*
Taeler Houlberg, *Administrative Services Director*
Steve Hebert, *Planning and Economic Development Manager*
Adam Meis, *IT and Communications Manager*
Dan Giroux, *Town Engineer*
Mike Heugh, *Town Traffic Engineer*
Sara Aragon, *Community Development Manager*
Steve King, *Special Projects Coordinator*
Melinda Culley, *Town Attorney*
Christina Hart, *Town Clerk*

Public Present: Kathy Smiley, Steve Dambroski, Pat Tabor, Christopher Perdue,
Michael Cleary, Michelle Gayeski

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Royce D. Pindell.

3. APPROVAL OF AGENDA

TRUSTEE VITTUM MOVED, TRUSTEE SMITH SECONDED to approve the agenda as amended removing item 7(a) from Action/Discussion. The voting was as follows:

YES: Oakley, Pindell, Smith, Sus, Vittum, Barden
NO: None
EXCUSED: Harrell

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

4. CONSENT AGENDA

TRUSTEE OAKLEY MOVED, TRUSTEE SUS SECONDED to approve the consent agenda as presented.

YES: Pindell, Smith, Sus, Vittum, Barden, Oakley

NO: None

EXCUSED: Harrell

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

A. **Action:** Approval of February 22, 2022 Regular Meeting Minutes

B. **Action:** CORE Electric Cooperative Utility Underground Access Easement

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments presented.

5. REGULAR BUSINESS

A. Public Hearing

1. Case 21.42 Bennett Crossing Filing No. 3, Amendment No. 1

Resolution No. 906-22 – A Resolution Approving the Bennett Crossing Filing 3, Amendment No. 1 Final

Mayor Royce D. Pindell called the matter of Case 21.42 Bennett Crossing Filing No. 3, Amendment No. 1 to order. The public hearing was opened at 7:10 p.m.

Christina Hart, Town Clerk, stated that in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on February 11, 2022. Legal #2589.

The applicant is proposing an amendment to the Bennett Crossing Filing No. 3 Final Plat to rearrange lots lines and create an additional buildable lot. Per Section 16-2-340 of the Bennett Municipal Code, boundary line adjustments that create additional lots shall be considered a minor subdivision and must be reviewed by the Planning and Zoning Commission and the Board of Trustees.

The existing lot configuration of Bennett Crossing Filing No. 3, at the southeast corner of Cedar Street and Pearl Street, lots 1-4 are to be replatted into five lots.

Notice of the February 28, 2022 Planning and Zoning Commission hearing and the March 8, 2022 Board of Trustees hearing was published in the Eastern Colorado News, posted on the subject property and sent to all property owners within 300 feet of the property. There has been no public comment to date.

PUBLIC COMMENTS

No public comments were presented.

The public hearing closed at 7:18 p.m.

TRUSTEE OAKLEY MOVED, TRUSTEE SMITH SECONDED to approve Resolution No. 906-22 – A resolution approving the Bennett Crossing Filing 3, Amendment No. 1 Final Plat with the following conditions of approval.

1. Provide one or more easements, acceptable to the Town and the Bennett-Watkins Fire District that will serve as secondary or emergency access to lot 3B and access to adjacent Stormwater facilities;
2. Update plat notes related to easements and maintenance in a manner directed by The Town Engineer; and,
3. Make other minor modifications as directed by Town Staff, Town Engineer and Town Attorney.

The voting was as follows:

| | |
|----------|---|
| YES: | Smith, Sus, Vittum, Barden, Oakley, Pindell |
| NO: | None |
| EXCUSED: | Harrell |

Mayor Royce D. Pindell declared the motion passed unanimously.

2. Case 22.03 Bennett Crossing Outline Development Plan (ODP), Amendment No. 1

Ordinance No. 738-22 – An Ordinance Approving the Bennett Crossing Outline Development Plan (ODP), Amendment No. 1

Mayor Royce D. Pindell called the matter of Case 22.03 Bennett Crossing Outline Development Plan, Amendment No. 1 to order. The public hearing was opened at 7:23 p.m.

Christina Hart, Town Clerk, stated that in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on February 11, 2022. Legal #2590.

The applicant is proposing two changes to the Bennett Crossing Outline Development Plan (ODP) that will do the following:

1. Reflect a boundary change consistent with the exclusion of the QuikTrip property from the Bennett Crossing ODP when the Board approved a new Bennett Crossing Southwest ODP for QuikTrip.
2. Allow a crematorium as a permitted use in the Highway Commercial subarea zone district.

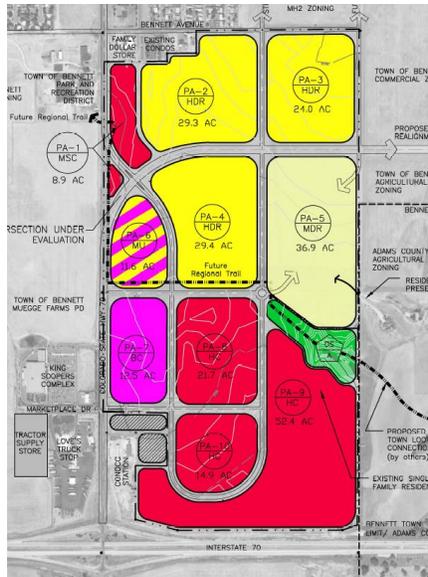
Together, these two changes will be included in a new ODP called Bennett Crossing Outline Development Plan, Amendment No. 1. Below is the land use map for the proposed ODP. It is the same as the originally approved ODP with the exception around the old Conoco/QuikTrip area.

When QuikTrip first approached the Town of Bennett and the developer of Bennett Crossing, Gayeski Capital Equities, they wanted to combine both the old Conoco/FNB Bank property, with Lots 1-4 of Bennett Crossing Filing No. 1. The Conoco/FNB property was zoned C – General Commercial and the Bennett Crossing properties were zoned PD – Planned Development, within the Bennett Crossing ODP. To have consistent zoning, the properties QuikTrip acquired were all zoned PD – and became part of what is now the Bennett Crossing Southwest ODP.

A funeral home operator has expressed interest in building a new facility in Bennett Crossing and would like to add a crematorium to the facility. A crematorium is a facility that houses a cremator having a cremation chamber or retort. In this chamber, the body of a deceased is incinerated and hence, reduced to skeletal remains and bone fragments. The current Bennett Crossing ODP allows funeral homes and mortuaries as permitted uses in the Highway Commercial (HC) District. However, the definition of a funeral or mortuary in the Bennett Municipal Code specifically excludes a crematory.

The land use table on Sheet 6 of 6 of the outline development plan (see attached) now lists a crematorium as a permitted use in the Highway Commercial zone district. To avoid confusion and prohibit a proliferation of free-standing crematoriums, staff is recommending a note be added to line 13 to limit a crematorium as an accessory use to a funeral home or mortuary. This was the original intent presented to staff.

The land use map of the ODP is shown again below. If approved, a crematorium would be allowed in the HC subareas shown in red in the lower half of the map.



PUBLIC COMMENTS

No public comments were presented.

The public hearing closed at 7:42 p.m.

TRUSTEE VITTUM MOVED, TRUSTEE SMITH SECONDED to approve Ordinance No. 738-22 – An ordinance approving the Bennett Crossing Outline Development Plan, Amendment 1 with the following conditions of approval.

1. The land use table on Sheet 6 of 6 of the outline development plan shall be amended to indicate a crematorium is allowed in the Highway Commercial District only as an accessory use to a funeral home or mortuary.
2. The applicant shall make minor modifications to the outline development plan as directed by Town Staff, the Town Attorney and the Town Engineer.

The voting was as follows:

| | |
|----------|---|
| YES: | Sus, Vittum, Barden, Oakley, Pindell, Smith |
| NO: | None |
| EXCUSED: | Harrell |

Mayor Royce D. Pindell declared the motion passed unanimously.

B. Action/Discussion

1. Staff Appreciation Proclamation

Mayor Royce D. Pindell expressed employee appreciation reciting an Employee Appreciation Proclamation stating the Town of Bennett employees make significant contributions to the well-being and quality of life for all citizens of the Town. Town employees performed their duties with professionalism, compassion, and integrity and true commitment to those they serve.

The Board of Trustees is privileged to express special recognition and gratitude to our employees and the dedication to the citizens of our Town.

6. TOWN ADMINISTRATOR REPORT

Trish Stiles, Town Administrator, reported on the following:

- Enjoyed a great vacation.
- CML conference is scheduled during the third week in June in Breckenridge.
- Board of Trustees orientation is scheduled for April 1, 2022 at 2:00 p.m.
- A reception for those Trustees who are vacating their seats as well as the new Trustees taking office will be on April 12, 2022 at 6:00 p.m. There will be no study session.

7. TRUSTEE COMMENTS AND COMMITTEE REPORTS

Royce D. Pindell

Mayor Pindell reported on the following:

- Offered condolences to the family of Darvin Harrell on behalf of the Trustees

8. ADJOURNMENT

TRUSTEE OAKLEY MOVED, TRUSTEE VITTUM SECONDED to adjourn the meeting. The meeting was adjourned at 8:00 p.m. Voting was as follows:

YES: Vittum, Barden, Oakley, Pindell, Sus, Smith

NO: None

EXCUSED: Harrell

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Gerilynn Scheidt, Town Safety Officer
DATE: March 22, 2022
SUBJECT: Adams County Homelessness Services MOU

Background

Adams County has begun coordinating homelessness services, data sharing and determining roles and responsibilities between the county and municipalities (i.e., City of Aurora, City of Brighton, City of Commerce City, City of Federal Heights, City of Northglenn, City of Thornton, City of Westminster, City and County of Broomfield and Town of Bennett) in order to coordinate services and investments countywide and reach as many people experiencing homelessness in the community as possible.

The proposed Memorandum of Understanding (“MOU”) would take effect in 2022 and remain in effect through December 31, 2024, subject to the Town’s right to terminate its involvement at any time.

Purpose

This proposed MOU regarding homelessness services will strengthen regional coordination and improve outcomes for individuals experiencing or at risk of homelessness. Through a shared commitment to share and utilize available data, all parties agree to identify resources and service needs for people experiencing or at risk of homelessness and potential locations and properties that can best provide those resources and services.

The Town of Bennett would be responsible for collaborating efforts, participating in meetings, sharing data with Adams County to help facilitate program planning, and assigning a staff member to the Core Team who can speak on behalf of the Town.

Through the MOU, the Town of Bennett will have an opportunity to further evaluate the homelessness situation in the area as well as provide dignity related services to any resident experiencing or at risk of homelessness.

Furthermore, the MOU does not require a financial obligation from the Town and it contains a termination right, which would allow the Town to terminate its involvement if necessary.

Staff Recommendation

Staff recommends that the Board of Trustees approve the Memorandum of Understanding between Adams County, Colorado and the Cities of Aurora, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, the Town of Bennett and the City and County of Broomfield regarding homelessness services.

Attachments

1. Memorandum of Understanding
2. Mapping Homelessness to Housing Flier
3. Community Safety & Well-Being Flier

MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY, COLORADO AND THE CITIES OF AURORA, BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, THE TOWN OF BENNETT, AND THE CITY AND COUNTY OF BROOMFIELD REGARDING HOMELESSNESS SERVICES.

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered this ___ day of _____, 2022, between Adams County, located at 4430 S. Adams County Parkway, Brighton, CO 80601 hereinafter referred to as “County”; the City of Aurora, Colorado located at 15151 East Alameda Parkway, Aurora, Colorado 80012; the City of Brighton, Colorado, located at 500 South 4th Avenue, Brighton, Colorado 80601; the City of Commerce City, Colorado, located at 7887 East 60th Avenue, Commerce City, Colorado 80022; the City of Federal Heights, Colorado, located at 2380 West 90th Avenue, Federal Heights, Colorado, 80260; the City of Northglenn, Colorado, located at 11701 Community Center Drive, Northglenn, Colorado 80233; the City of Thornton, Colorado, located at 9500 Civic Center Drive, Thornton, Colorado 80229; the City of Westminster, Colorado, located at 4800 West 92nd Avenue, Westminster, Colorado 80031; the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102, and the City and County of Broomfield, located at 1 DesCombes Drive, Broomfield, Colorado 80020; collectively referred to herein as “Municipalities”. The County and Municipalities may be collectively referred to herein as the “Parties”.

Background

The coordination of homelessness services, data sharing, and determining roles and responsibilities between the County and its Municipalities has been a consistent challenge. As a county, Adams County provides public benefits and other resources; however, policies related to staffing, housing services, and resident responses lie independently within its Municipalities. Our 2020 Point-in-Time (PIT) Count states that there are 483 individuals experiencing unsheltered homelessness in Adams County; however, data from the 2020-21 Severe Weather Activation Plan (SWAP) season shows that we have at least 800 unsheltered individuals experiencing homelessness. The data also shows that homelessness in Adams County is a homegrown issue, as 67% of residents that accessed the hotel/motel vouchers listed Adams County as their last permanent residence. With three of the top four large evicting cities either fully or partially in Adams County, we recognize that homelessness is a shared problem. It is essential for the Parties to coordinate services and investments countywide so we can reach people experiencing homelessness in their community.

We also strive to ensure our investments in homelessness are making the biggest impact for our most vulnerable residents. This ensures that our resources are continuing to improve outcomes for people experiencing or at risk of homelessness. Adams County and its Municipalities have made progress in funding and serving people experiencing homelessness (PEH) through initiatives such as the Severe Weather Action Plan (SWAP), Adams County Day Works, Homelessness Outreach, Mobile Showers and Mobile Laundry Services, Mobile Home Initiative, Housing Navigation and Mediation, Respite Housing, and Next Step. However, there are countywide gaps in services indicating that coordination on shared priorities is needed.

Purpose

The purpose of this MOU is to further strengthen regional coordination and improve outcomes for people experiencing or at risk of homelessness through a shared vision. Through a commitment to share and utilize available data, the Parties agree to identify resource and service needs for people experiencing or at risk of homelessness and potential locations and properties that can best provide those resources and services. This work is intended to be multi-faceted and a long-term commitment resulting in solutions to addressing current challenges for PEH access to services and housing.

Project Goals and Outcomes

The Parties support the following goals and outcomes:

VISION: To provide a regionally coordinated, aligned, and evidence-based approach to providing services in Adams County and Broomfield County so that homelessness is a rare, brief, and one-time experience for our residents.

GOAL: To align municipal and county efforts and resources towards evidence-based homelessness solutions and housing services and to address the gaps in service provision for PEH.

ACTIVITIES:

- Identify what data is readily available and can easily be shared, as well as what limitations exist in the data.
- Share available homelessness-related data with Adams County and with all of the Parties to create a central hub, hosted on Adams County servers, to analyze root causes and best solutions to reduce homelessness. This may include, but is not limited to, Homelessness Management Information Systems (HMIS) data, as well as programmatic, police, health, and citizen complaint data, as available, at the jurisdictional level.
- Utilize data to identify:
 - How to take the work to the next level culminating in an implementation plan for providing facilities for service provision as well as transitional and permanent supportive housing.
 - Areas of opportunity to provide a comprehensive system of services and housing for PEH based on existing mapping of facilities, an inventory of current services being provided, and development of a single navigation and entry system.
 - Objective criteria and ideal locations, available properties, and opportunities to provide the identified resources and services which may include:
 - Day shelter and/or housing navigation services.
 - Filling in gaps in the shelter/housing continuum including, but not limited to:
 - Safe parking

- Tiny home villages
- Pallet shelter communities
- Transitional housing
- Permanent supportive housing
- Identify potential state and federal grant programs, or partnerships with nonprofit organizations to secure endowments and to leverage funding between the Parties and other entities.
- Identify other challenges related to services for PEH and housing continuum such as transportation, mental, behavioral, or other health support, and/or employment.
- Identify needed adjustments to zoning regulations or design standards that might impose impediments to the placement of shelters, transitional and permanent housing, or require additional time to resolve.
- Collaborate on issues pertaining to housing regulations.
- Identify development partners and real estate partnerships/lease opportunities to maximize delivery of housing projects along the continuum of care.

OUTPUTS:

- An objective, evidence-based document that outlines the need for day shelter or types of short- and long-term housing/shelter and recommendations on potential locations and properties (Report) that would be most suitable for these efforts.
 - Recommendations could also include measures that address root causes, systems and/or policy changes, and preventative programs, among others.
 - This Report will be used to guide discussion and decisions for the Parties.
- A secure, central, electronic warehouse for homelessness-related data in Adams County so that we can understand the full landscape and life cycle of homelessness, root causes of housing instability, and the best ways to reduce homelessness in Adams and Broomfield Counties.

OUTCOME:

- More collaboration between municipalities in making homelessness rare, brief, and one-time.
- Improved service provision and infrastructure so that homelessness is a rare, brief, and one-time experience.

Commitment

This MOU does not irrevocably bind or commit any Party to any financial obligation; however, it implies the Parties will strive to perform the Roles and Responsibilities, identified herein to the best of their abilities.

Effective Date and Term

This MOU will take effect on January 1, 2022 and remain in effect through December 31, 2024, subject to the Parties' right to terminate under this MOU.

This MOU will automatically renew for up to three consecutive one-year terms, subject to the Parties' right to terminate this MOU.

This MOU, or any Party's participation in this MOU, may be terminated by providing 60 days written notice to all Parties.

Nothing in this MOU shall be construed to create a multiple fiscal-year obligation for any Party.

Roles and Responsibilities

Adams County is responsible for the following:

- Driving the work prescribed in the MOU that shows commitment in aligning efforts including coordinating the development of the Report with input from the Parties.
- Coordinate with the Municipalities on the signing and execution of the MOU and any other Intergovernmental Agreements required to develop the Outputs.
- Convene meetings with Municipalities, Elected Officials, and Core Team that move the work ahead.
- Share data with the rest of the Parties for efficient, effective, and consistent use to help facilitate program planning, policymaking, and project delivery.
- Provide updates on the progress in partnership with Municipalities.
- Facilitate conversations on data sharing with Core Team and municipal departments.
- Assign a member from Adams County to the Core Team who can speak on behalf of the county subject to approval by the elected officials or executive management with respect to Activities identified in this MOU.

Municipalities are responsible for the following:

- Commitment in aligning efforts.
- Participate in meetings with the Parties that drive the work forward.
- Actively share data with Adams County for efficient, effective, and consistent use to help facilitate program planning, policymaking, and project delivery.
- Assign a member from the participating entity to the Core Team who can speak on behalf of the municipalities subject to approval by the elected officials or executive management with respect to Activities identified in this MOU.

Core Team

- Commit to working with Adams County staff delivering the scope of work, data needs, data evaluation, service gaps, and individual municipal interests, among others.

- Work with the Parties to help identify policy changes within Municipalities and the Counties to meet homelessness services needs.
- Report out to the Parties on the progress of the work.
- Make informed, regionally oriented decisions based on available data to reduce homelessness.

SIGNATURE PAGES

ADAMS COUNTY

Chair

Approved to Form:

Adams County Attorney's Office

CITY OF AURORA

Mayor

Approved to Form:

City Attorney's Office

CITY OF BRIGHTON

Mayor

Approved to Form:

City Attorney's Office

CITY OF COMMERCE CITY

Mayor

Approved to Form:

City Attorney's Office

CITY OF FEDERAL HEIGHTS

Mayor

Approved to Form:

City Attorney's Office

CITY OF NORTHGLENN

Mayor

Approved to Form:

City Attorney's Office

CITY OF THORNTON

Mayor

Approved to Form:

City Attorney's Office

CITY OF WESTMINSTER

Mayor

Approved to Form:

City Attorney's Office

TOWN OF BENNETT

Mayor

Approved to Form:

Town Attorney's Office

CITY AND COUNTY OF BROOMFIELD

Mayor

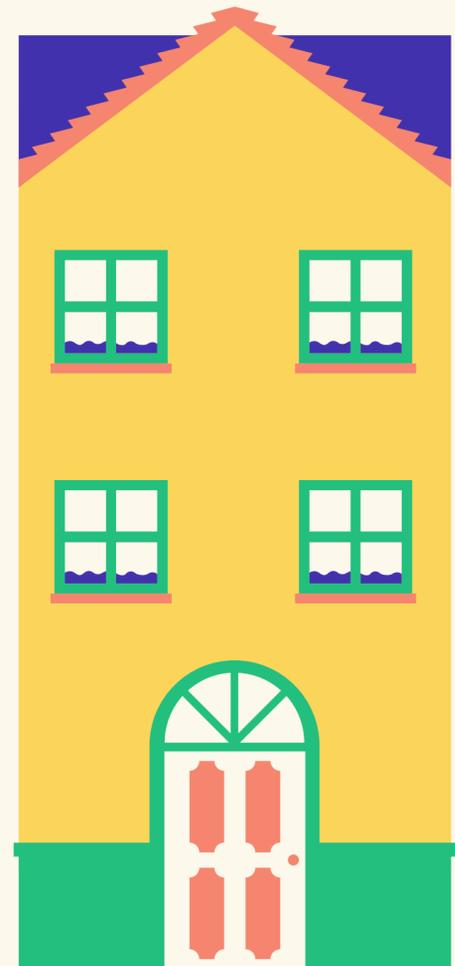
Approved to Form:

County Attorney's Office

Mapping Homelessness to Housing



There are 3,642+ people experiencing homelessness in Adams County
400+ shelter bed deficit



| Types of Homelessness Estimation | | | |
|----------------------------------|------------|-----------|-------------|
| Living Situation | Doubled-Up | Sheltered | Unsheltered |
| # in Population | 2,786 | 455 | 401 |

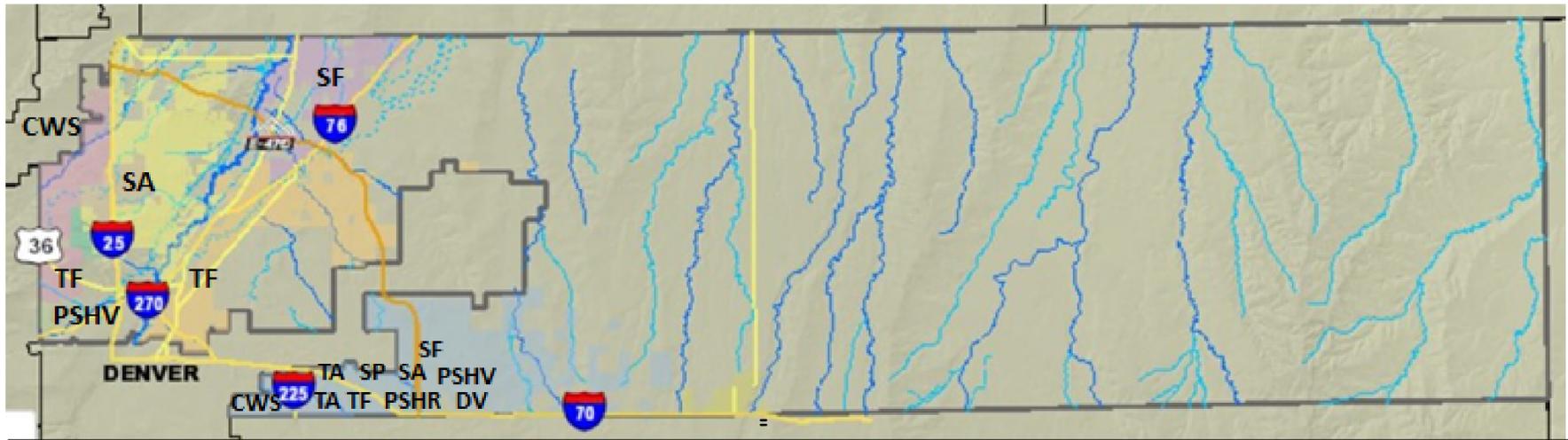
*Estimates are based on a review of Point-in-Time, McKinney-Vento, Homeless Management Information Systems, and Severe Weather Activation Plan (SWAP) data.

| Level of Need & Appropriate Housing Intervention | | | | | |
|--|---|-----------------|------------------------------|---|---|
| Level of Need | Description | # in Population | Evidence-Based Intervention | Providers | # of Beds |
| Low Needs Residents | Non-chronic without a disabling condition | 559 | Rapid Rehousing | Almost Home; Second Chance Center | 34 (mostly people in re-entry) |
| Medium Needs Residents | Non-chronic with a disabling condition | 176 | Transitional Housing | ACCESS Housing; Comitis Crisis; Growing Home | 87 (mostly families with children under 18) |
| High Needs Residents | Chronically homeless | 213 | Permanent Supportive Housing | Second Chance Center; Maiker Housing Partners | 152 (only veterans and people in re-entry) |

*Based on 2020-2021 SWAP data only.

**"Chronically homeless" means homeless longer than one year or more than four episodes of homelessness in three years with a disability condition.

ADAMS COUNTY HOUSING INTERVENTIONS RESOURCE MAP



| KEY | |
|---|---|
| • TA: Transitional Housing for Adults | • CWS: Cold Weather Shelter |
| • TF: Transitional Housing for Families | • PSHR: Permanent Supportive Housing for People in Re-entry |
| • SF: Shelter for Families | • PSHV: Permanent Supportive Housing for Veterans |
| • SA: Shelter for Adults | • DV: Domestic Violence Shelter |
| • SP: Safe Parking | |

*SWAP (CWS) is not displayed on the map because it covers the entire county

*Maiker Housing Partners' HUD-VASH vouchers (PSH-V) cover the entire county besides Brighton, Aurora, and Commerce City.

*One of the transitional housing sites for adults in Aurora is a Safe Outdoor Space/Pallet Shelter Village

***The above map is up to date as of February 2022.**

| Factors Contributing to Homelessness (Self-Reported) | Count of Respondents | Percent of Respondents |
|--|----------------------|------------------------|
| Abuse or Violence in My Home | 37 | 26.62% |
| Unable to Pay Rent Mortgage | 34 | 24.46% |
| Relationship Problems or Family Break-up | 32 | 23.02% |
| Asked to Leave or Evicted | 31 | 22.30% |
| Lost a Job Could Not Find Work | 26 | 18.71% |
| COVID-19 | 24 | 17.27% |
| Unable to Pay Utilities | 22 | 15.83% |
| Family Member or Personal Illness | 21 | 15.11% |
| Mental Illness | 16 | 11.51% |
| Alcohol Substance Abuse Problems | 14 | 10.07% |
| Disabling Condition) | 14 | 10.07% |
| PTSD | 11 | 7.91% |
| Discharged from Prison | 9 | 6.47% |
| Bad Credit | 8 | 5.76% |
| Moved to Find Work | 5 | 3.60% |
| Discharged from Jail | 4 | 2.88% |
| Client Choice | 3 | 2.16% |
| Medical Expenses | 2 | 1.44% |
| Problems with Public Benefits | 2 | 1.44% |
| Traumatic brain injury | 1 | 0.72% |
| Discharge from Foster Care | 1 | 0.72% |
| Reasons Related to My Sexual Orientation or Gender | 1 | 0.72% |
| Legal Problems | 1 | 0.72% |
| Reasons related to my race or ethnicity | 0 | 0.00% |

***The above factors are based on a sample size of 145 unique clients entered into HMIS.**

Eviction Rates

|  COLORADO USA | |  ADAMS COUNTY COLORADO | |  BROOMFIELD COUNTY COLORADO | |
|---|--|---|---|--|------------------------------|
| 49.71 EVICTIONS PER DAY | 2.75% EVICTION RATE <i>+0.41 U.S. average</i> | 7.44 EVICTIONS PER DAY | 4.4% EVICTION RATE <i>+2.06 U.S. average</i> | Unavailable EVICTIONS PER DAY | Unavailable EVICTION RATE |
| Evictions | 18,195 | Evictions | 2,722 | Evictions | Unavailable |
| Eviction Filing Rate | 5.48% | Eviction Filing Rate | 9.3% | Eviction Filing Rate | Unavailable |
| Eviction Filings | 36,240 | Eviction Filings | 5,760 | Eviction Filings | Unavailable |
| CENSUS DEMOGRAPHICS | | CENSUS DEMOGRAPHICS | | CENSUS DEMOGRAPHICS | |
| Poverty Rate | 8.49% | Poverty Rate | 10.32% | Poverty Rate | 4.36% |
| Population | 5,278,906 | Population | 471,206 | Population | 60,699 |

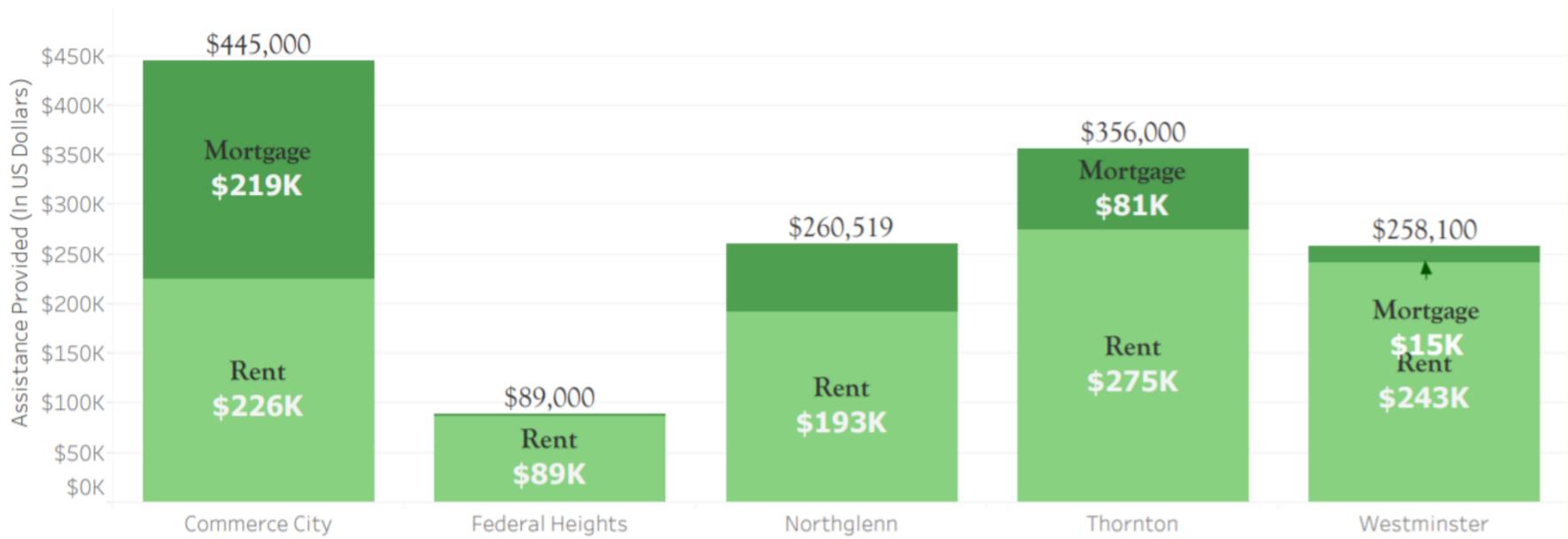
|  AURORA COLORADO | |  THORNTON COLORADO | |  WESTMINSTER COLORADO | |  NORTHGLENN COLORADO | |
|---|--|---|---|--|--|---|--|
| 8.55 EVICTIONS PER DAY | 5.52% EVICTION RATE <i>+3.18 U.S. average</i> | 1.76 EVICTIONS PER DAY | 4.64% EVICTION RATE <i>+2.3 U.S. average</i> | 1.42 EVICTIONS PER DAY | 3.16% EVICTION RATE <i>+0.82 U.S. average</i> | 1.13 EVICTIONS PER DAY | 6.24% EVICTION RATE <i>+3.90 U.S. average</i> |
| Evictions | 3,131 | Evictions | 645 | Evictions | 519 | Evictions | 412 |
| Eviction Filing Rate | 11.99% | Eviction Filing Rate | 10.86% | Eviction Filing Rate | 6.97% | Eviction Filing Rate | 14.57% |
| Eviction Filings | 6,796 | Eviction Filings | 1,509 | Eviction Filings | 1,144 | Eviction Filings | 963 |
| CENSUS DEMOGRAPHICS | | CENSUS DEMOGRAPHICS | | CENSUS DEMOGRAPHICS | | CENSUS DEMOGRAPHICS | |
| Poverty Rate | 11.4% | Poverty Rate | 6.95% | Poverty Rate | 6.55% | Poverty Rate | 9.22% |
| Population | 345,867 | Population | 127,688 | Population | 110,598 | Population | 37,754 |

|  BRIGHTON COLORADO | |  FEDERAL HEIGHTS COLORADO | |  BENNETT COLORADO | |  COMMERCE CITY COLORADO | |
|---|--|--|--|--|--|--|--|
| 0.35 EVICTIONS PER DAY | 3.27% EVICTION RATE <i>+0.93 U.S. average</i> | 0.57 EVICTIONS PER DAY | 8.25% EVICTION RATE <i>+5.91 U.S. average</i> | 0.01 EVICTIONS PER DAY | 1.19% EVICTION RATE <i>-1.15 U.S. average</i> | 0.32 EVICTIONS PER DAY | 2.25% EVICTION RATE <i>-0.09 U.S. average</i> |
| Evictions | 128 | Evictions | 208 | Evictions | 3 | Evictions | 117 |
| Eviction Filing Rate | 7.79% | Eviction Filing Rate | 15.93% | Eviction Filing Rate | 1.55% | Eviction Filing Rate | 4.03% |
| Eviction Filings | 306 | Eviction Filings | 401 | Eviction Filings | 4 | Eviction Filings | 210 |
| CENSUS DEMOGRAPHICS | | CENSUS DEMOGRAPHICS | | CENSUS DEMOGRAPHICS | | CENSUS DEMOGRAPHICS | |
| Poverty Rate | 9.02% | Poverty Rate | 15.93% | Poverty Rate | 8.7% | Poverty Rate | 10.62% |
| Population | 35,582 | Population | 12,037 | Population | 1,915 | Population | 50,346 |

***The above chart is from Princeton University's Eviction Lab. The data is from 2016 and is outdated.**

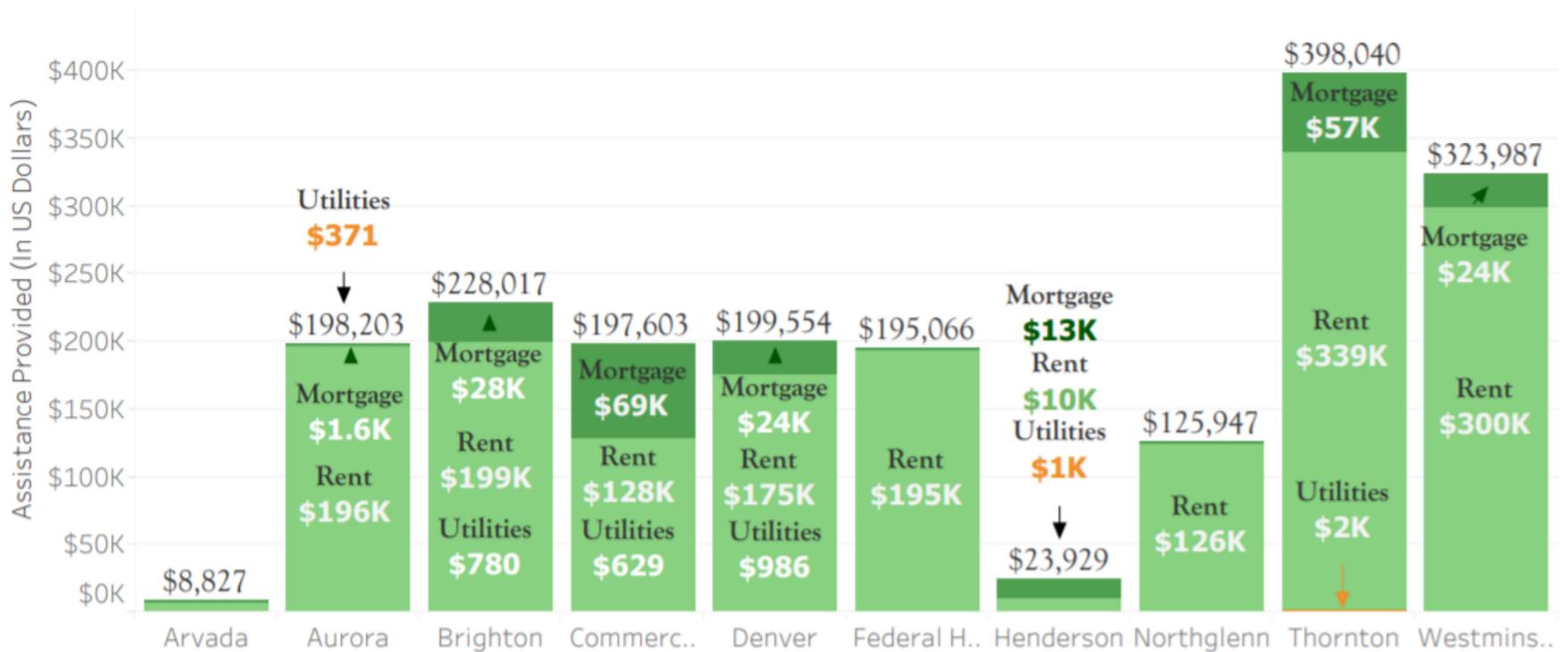
CARES Act Funding

Assistance for Mortgage, Rent, and Utilities Incorporated Breakdown



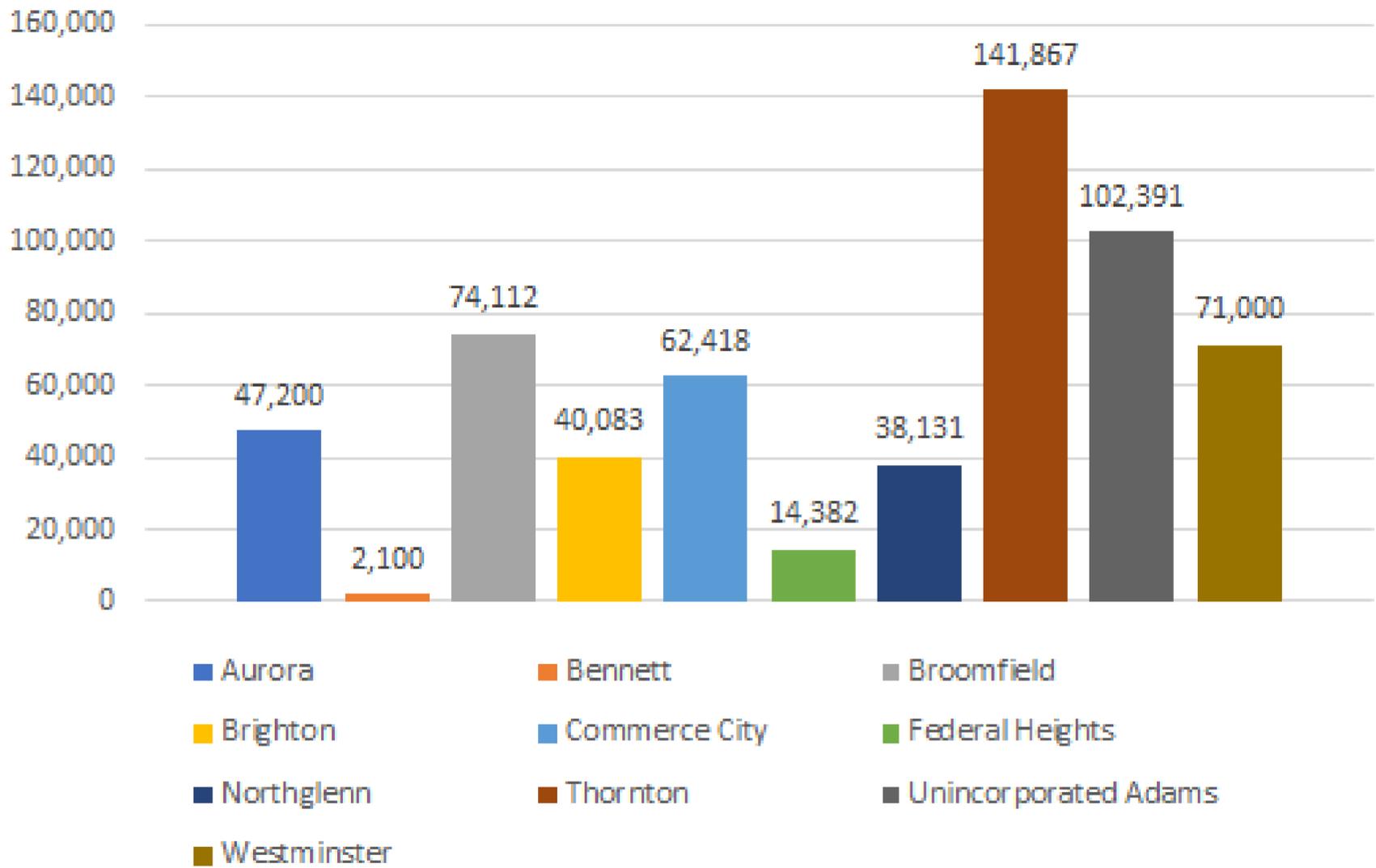
Data provided by Maiker Housing Partners. 2020 COVID CARES ACT Funding via the Adams County Housing Stability Response & Recovery Team. Incorporated (Commerce City, Federal Heights, Northglenn, Thornton, Westminster). Sum of assistance for incorporated is \$1,408,618.68.

Assistance for Mortgage, Rent, and Utilities Unincorporated Breakdown



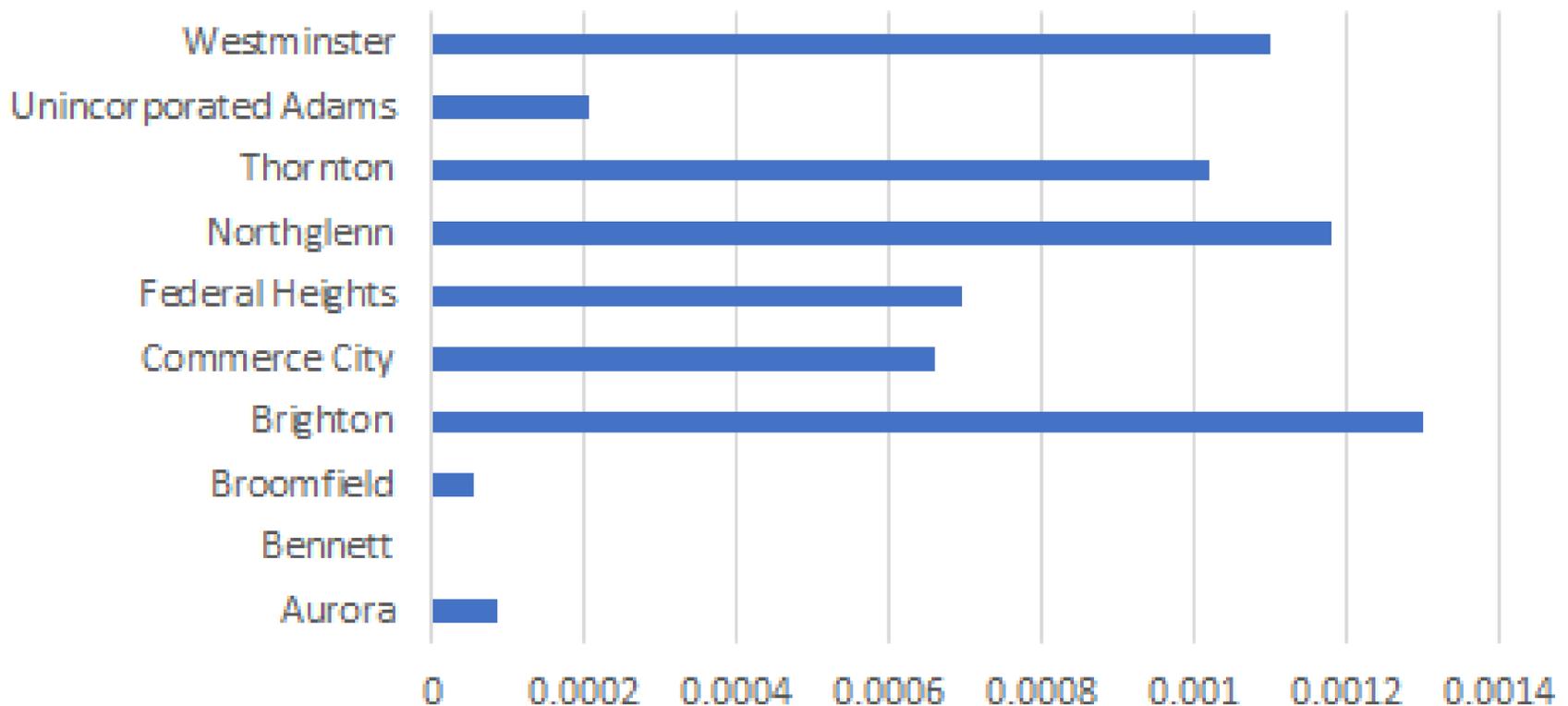
Data provided by Maiker Housing Partners. 2020 COVID CARES ACT Funding via the Adams County Housing Stability Response & Recovery Team. Unincorporated Adams County (Arvada, Aurora, Brighton, Commerce City, Denver, Federal Heights, Henderson, Northglenn, Thornton, and Westminster). Sum of assistance for unincorporated is \$1,899,174.

2020 Population Size by Municipality



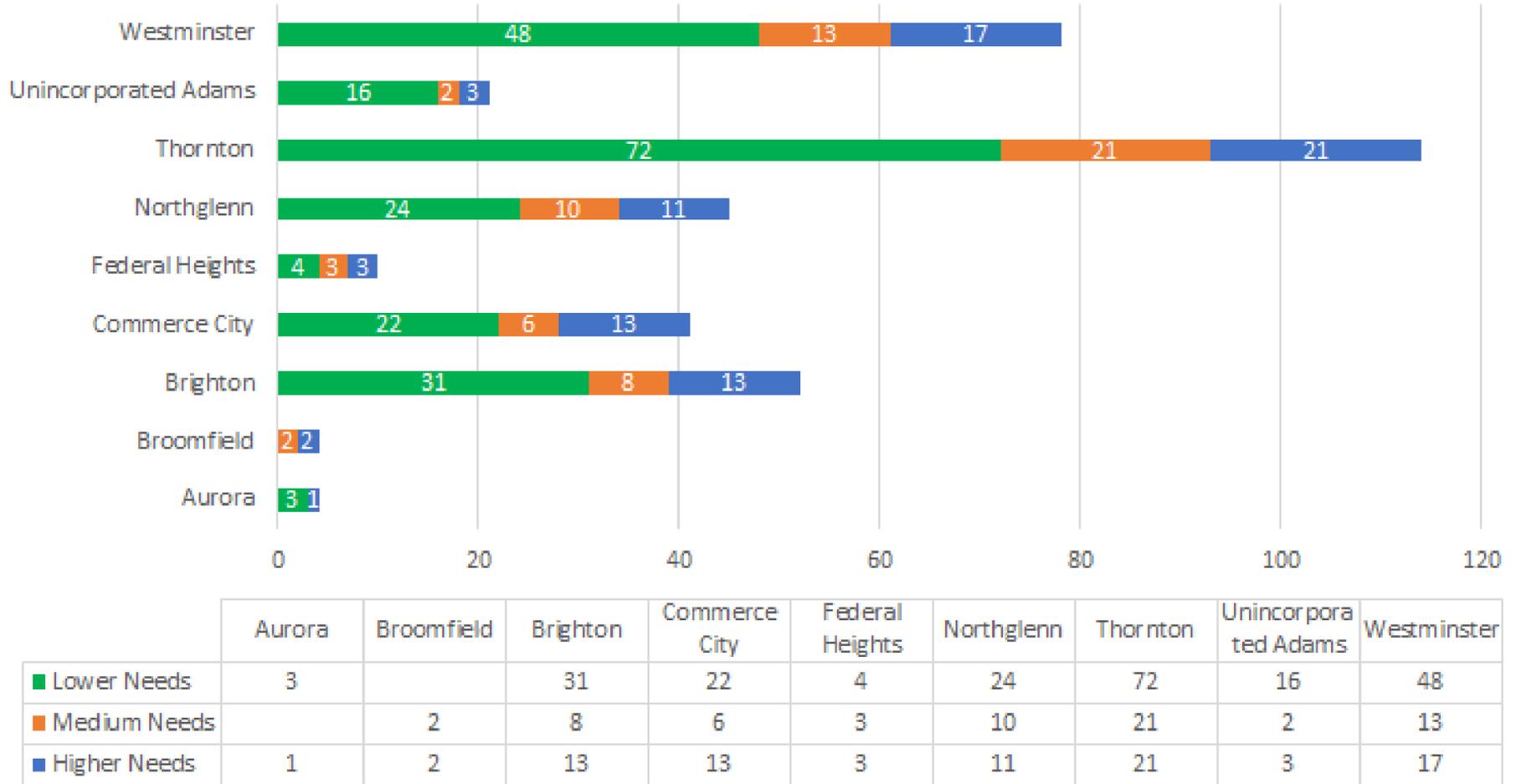
*The above chart is for the general population not just people experiencing homelessness.

People Experiencing Homelessness Per Municipality Adjusted by 2020 Population Size



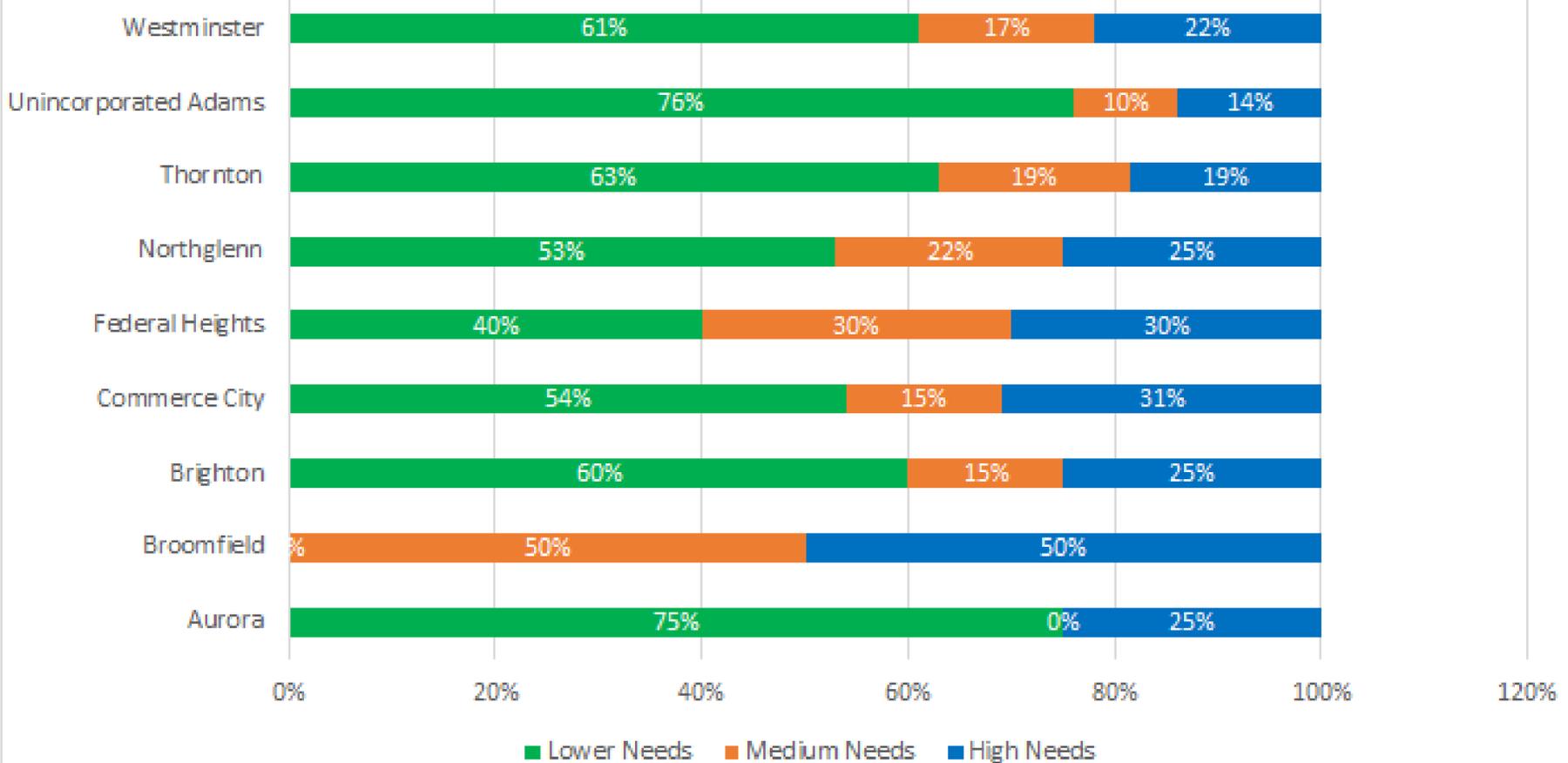
*The above graph shows the rate of homelessness per municipality.

Levels of Need for People Experiencing Homelessness by Municipality



***In the above and below charts, the data for Aurora and Broomfield is inaccurate due to lower participation in the Severe Weather Activation Plan (SWAP).**

Levels of Need for People Experiencing Homelessness by Percentage by Municipality



***The above chart displays the ratio of levels of need for people experiencing homelessness by municipality.**



Community Safety & Well-Being

PROGRAM AND INITIATIVES

HOMeward ADAMS

Adopted by the Board of County Commissioners in July 2021, Homeward Adams is Adams County's homelessness reduction strategic framework and keys in on three focus areas: homelessness prevention, strengthen the housing continuum, and homelessness services.

SEVERE WEATHER ACTIVATION PLAN (SWAP)

A life-saving program for people experiencing homelessness during nights of severe weather through the distribution of motel vouchers. Over 8,300 homeless nights were averted from October 2020 through April 2021, including during a historic Colorado blizzard.

HOMELESSNESS OUTREACH

Through street outreach, professionals across Adams County connect with people experiencing unsheltered homelessness, provide support, and connect them with resources and services. The outreach program has expanded to incorporate trained volunteers and to host resource fairs throughout the county in partnership with community organizations and municipalities.

ADAMS COUNTY DAY WORKS

This program provides low-to no-barrier day labor opportunities for people experiencing homelessness while working toward permanent

employment. Participants receive onsite support and coaching, same day payment, resource and employment navigation. Adams County Day Works will expand with an additional work crew focused on veterans experiencing homelessness.

MOBILE SHOWERS AND MOBILE LAUNDRY SERVICES

Mobile shower and laundry trucks are available for people experiencing homelessness weekly and are also available during resource fairs and other events.

BUILT FOR ZERO

Adams County is part of the Built for Zero movement to reach functional zero for veterans experiencing homelessness – make homelessness rare, brief, and one-time. Our primary target population are veterans experiencing homelessness. As the majority of Adams County's veterans experiencing homelessness are not eligible for VA housing assistance, we have begun working with our housing authorities and nonprofit partners to prioritize this population.

HOUSING NAVIGATION AND MEDIATION

This program provides housing navigation and tenant-landlord mediation services for Adams County residents experiencing housing instability. The goal of the program is also to recruit property owners who are willing to rent to

residents with little to poor rental history.

MOBILE HOME INITIATIVE

The Mobile Home Initiative provides legal services to mobile home residents throughout Adams County. This includes community "Know Your Rights" trainings on the rights of mobile home residents under Colorado's Mobile Home Park Act, pro bono legal consultation and representation on matters related to landlord violations of the Mobile Home Park Act, eviction defense, and direct referrals to community partners on non-legal social services.

NEXT STEP

In partnership with our community partners and school district McKinney-Vento liaisons, The Next Step program addresses doubled-up households by serving Adams County families through intensive housing navigation and placement services in combination with financial assistance for expenses like rental deposit, rental fees, and utility payments.

RESPIRE HOUSING

The Respite Housing program ensures that households have access to quick diversion services due to situational homelessness. Situational Homelessness is the status of being forced to live without housing due to a life-altering event, such as job loss, domestic violence, medical emergency, forced out of a doubled-up living situation, or natural disaster.

MEMO



TO: Mayor and Town of Bennett Board of Trustees

FROM: Rachel Summers, Deputy Town Administrator

DATE: March 22, 2022

SUBJECT: Memorandum of Understanding (MOU) Dedication of Certain Land – Kiowa Creek Preserve

The Town of Bennett and Kiowa Creek Holdings, LLC. would enter into a Memorandum of Understanding (MOU) for the acceptance of required land dedication for development of the area known as Kiowa Preserve. This MOU is similar in nature to other MOU’s the Town has agreed to in the past. For example, the trail along the west side of HWY 79 was a secured through an MOU with Muegge Farms.

The Town of Bennett and Kiowa Creek Holdings, LLC. agree the easement and land dedicated to the Town will be applied to the ten percent public land dedication requirement.

In consideration of the Trail Easement and Parking Area Parcel, the Town agrees the Owner will receive a credit toward the Town’s ten percent public land dedication requirement in the following amounts:

- Trail Easement: 6.163 acres
- Parking Area Parcel: 5.000 acres

The remainder of public land dedication may continue to be secured through additional amendments to the MOU or through plat dedication when the subject property reaches said point.

Staff recommends approval of the MOU.

**Memorandum of Understanding
Between
Town of Bennett
and
Kiowa Creek Preserve Holdings, LLC**

This Memorandum of Understanding (“MOU”) is between the Town of Bennett (“Town”) and Kiowa Creek Preserve Holdings, LLC (“Landowner”) for the dedication of certain land within the Kiowa Creek Preserve.

WHEREAS, Landowner is the owner of certain property identified by Adams County Treasurer’s Parcel Number 0181526100003 and which has been annexed to the Town of Bennett as the Kiowa Park Annexation (the “Property”); and

WHEREAS, the Landowner and Town have entered into an Annexation Agreement with the Town, which requires Landowner to dedicate ten percent of the Property to the Town for public parks, trails, open space, public facilities or recreational purpose or pay an equivalent fee in lieu of dedication and to grant easements and rights-of-way for streets, public ways and for other public purposes; and

WHEREAS, the Town’s public land dedication requirement is typically satisfied at the time of subdivision platting, but the Town has requested, and Landowner has agreed, to dedicate land to the Town for a trail easement for the Kiowa Creek Trail Linkage project and for a parking and trailhead area before the Property is subdivided; and

WHEREAS, the parties wish to acknowledge that the easement and land so dedicated to the Town will be applied to the ten percent public land dedication requirement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and Land Owner agree as follows:

1. Trail Easement. Within sixty (60) days of the Town’s request, Landowner agrees to grant the Town an easement for a public bicycle/pedestrian trail over the Property (the “Trail Easement”), the legal description for which is set forth on Exhibit A. The Trail Easement will be part of the Kiowa Creek Trail Linkage project that includes a trail connection running north and south along the west side of the Kiowa Creek. Such grant shall be by Easement Deed in form and substance acceptable to the Town.

2. Parking Area Parcel. Within sixty (60) days of the Town’s request, Landowner agrees to convey the property legally described in Exhibit B to the Town for a parking area, trailhead, cemetery uses, public facilities and other public purposes as determined by the Town (the “Parking Area Parcel”). Said conveyance shall be by Special Warranty Deed in form and substance acceptable to the Town. The Parking Area

Parcel shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the calendar year of conveyance and thereafter, but subject to all easements, right-of-way, reservations, restrictions, or other title burdens of record, or those easements and right-of-ways which would be readily apparent from a physical inspection.

3. Credit Against Public Land Dedication. In consideration of the Trail Easement and Parking Area Parcel, the Town agrees that the Owner will receive a credit against the Town's ten percent public land dedication requirement in the following amounts:

| | |
|----------------------|-------------|
| Trail Easement: | 6.163 acres |
| Parking Area Parcel: | 5.000 acres |

4. Amendments to Law. As used in this MOU, unless otherwise specifically provided herein, any reference to any provision of any Town ordinance, resolution, regulation, or policy is intended to refer to any subsequent amendments or revisions to such Town ordinance, resolution, regulation, or policy.

5. Amendment to MOU. Any amendment or modification to this MOU shall be in writing and executed by all parties.

6. Authority. The undersigned represent and warrant that they have the authority to execute this MOU.

It is the intent of the undersigned LANDOWNER and the TOWN to be bound by this MOU dated _____.

KIOWA PRESERVE HOLDINGS, LLC

By:

Its:

TOWN OF BENNETT

Royce D. Pindell, Mayor

ATTEST

Taeler Houlberg, Town Clerk Pro Tem

**QUASI-JUDICIAL PUBLIC HEARING SCRIPT
(TOWN BOARD OF TRUSTEES)**

MAYOR: I will now open the public hearing on the Bennett North Annexation to the Town of Bennett and initial zoning for the property. The initial zoning requested is Mid-Density Residential (R-2).

The purpose of the hearing is to provide forum for all interested parties who wish to comment on an application before the Town Board. Please let the Town Clerk or one of us know if you wish to speak. If you are attending virtually, you may either raise your hand or let us know by speaking through your microphone.

The Procedure for the public hearing will be as follows:

FIRST, there will be a presentation by the Town staff.

NEXT, we will have a presentation by the applicant.

After these two presentations, we will allow people who signed the roster to speak for up to 3 minutes each. Please DO NOT REPEAT point made by others. It is fine to get up and say, "I agree with a previous speaker's comments". Please direct your comments to the Board of Trustees, not the applicant or Town staff.

After receiving public comments, we will allow the applicant an opportunity to respond.

Next, the Board of Trustees may ask questions of anyone who testified.

I will then close the public hearing and no further testimony or other evidence will be received. The Board of Trustees will discuss the matter and may take some kind of action.

Public hearings are recorded for the public record. All testimony must be presented, after you give your full name and address.

MAYOR: Do we have proper notification?
(Town Clerk to confirm on record notice has been provided)

Do any Trustees have any disclosures?
(Trustees to disclose conflicts of interests, ex parte contacts, etc.)

Mr. Hebert, please introduce the applicant and provide your staff report.
(Staff presentation)

Will the applicant or applicant's representative present the application?
(Applicant presentation)

Do any of the Trustees have questions of the applicant or Town staff?
(Question and Answer)

MAYOR: I will now open the public comment portion of the public hearing. For those wishing to speak, please clearly state your name and address for the record.

Has anyone signed up to speak at this public hearing?
(If more than one person has signed in, call them in order)

Is there any interested party in the audience that has not signed up but who wishes to speak regarding the application?
(Additional public comment)

If there is no more public comment, I will now close the public comment portion of the public hearing.

MAYOR: Does the applicant wish to respond to any of the comments?
(Opportunity for applicant to provide any rebuttal evidence)

MAYOR: Before we turn to the Trustees questions and deliberation, I want to state that the documents included within the record for this public hearing include all application materials submitted by the applicant; all materials included in the Board of Trustee packets; any PowerPoint or other presentations given tonight; all written referral and public comments received regarding the application; the public comment sign-up sheet; the public posting log and photographs of the notice, and the Town's subdivision and zoning ordinances and other applicable regulations. Does anyone have any objection to the inclusion of these items in the record?

MAYOR: I will now close the public hearing and the Board of Trustees will deliberate on the evidence presented. During deliberations, the Trustees may ask questions of Town staff, but no further public comment or other testimony or evidence will be received.

Who would like to begin?
Who is next?
Any other questions or comments?

MAYOR: We have two resolutions and two ordinances in front of us and I would entertain a motion on each. Let's take each item one at a time in the order they appear on the agenda.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Steve Hebert, Planning and Economic Development Manager
DATE: March 22, 2022
SUBJECT: Case No. 22.01 – Bennett North (Mundell Property) Annexation and Annexation Agreement

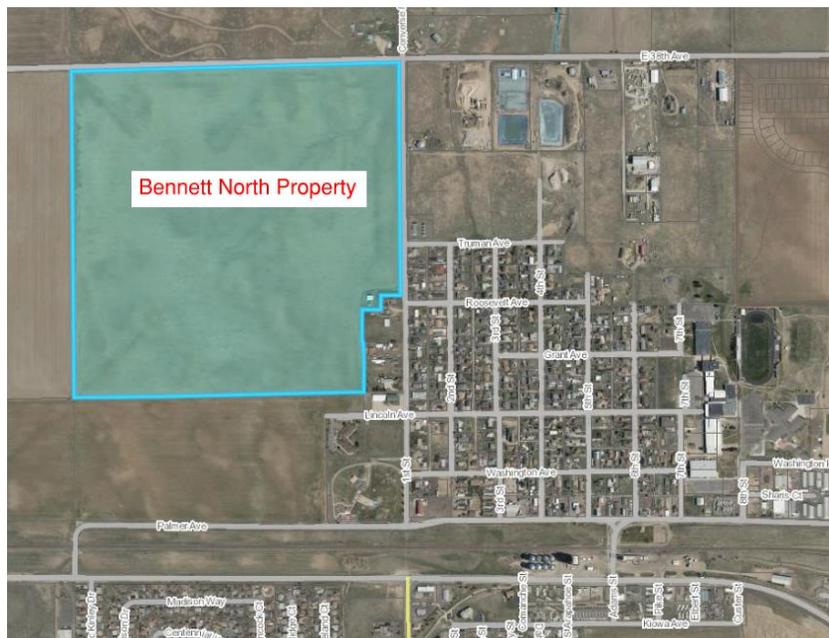
Applicant/Representative(s): Several Mundell Family Members | Owner’s Representatives – MGV 36 North Land Investments, John Vitella/Jim Marshall

Location: Southwest Corner of E. 38th Avenue and 1st St./Converse Rd.

Purpose: Annexation of 153.62 acres into the Town of Bennett

Background

The applicants have petitioned the Town of Bennett to annex 153.62 acres into the Town of Bennett. The property is located at the southwest corner of East 38th Avenue and 1st Street/Converse Road. See the satellite image below. It is zoned A-3 in unincorporated Adams County. The current property owners are several members of the extended Mundell family.



Summary of the Annexation Process

In Colorado, annexation into a municipality like the Town of Bennett can take place in three ways: (1) landowner petition; (2) annexation election; or (3) unilateral annexation of an enclave or municipal-owned land. In this case,

the landowners have submitted a petition to annex. On January 25, 2022, the Board of Trustees determined the annexation petition was in substantial compliance with the applicable laws of the State of Colorado and set the annexation public hearing for March 22, 2022. Case No. 22.01 is to consider the following:

1. Bennett North Annexation Eligibility Resolution No. 907-22;
2. Bennett North Annexation Ordinance No. 739-22; and,
3. Bennett North Annexation Agreement Resolution No. 908-22

Eligibility for Annexation

Sections 31-12-104 and 31-12-105 of the Colorado Revised Statutes (C.R.S) set forth the criteria for deciding whether a property is eligible for annexation into the Town. The criteria are listed in the draft Resolution No. 907-22 attached to this report. They include, but are not limited to:

- There is one-sixth contiguity;
- There is a community of interest;
- The area of annexation is capable of being integrated;
- The annexation will not result in detachment from the school district;
- The annexation will not extend the existing Town boundary more than 3 miles; and
- The area of annexation will be governed by a comprehensive plan.

Applicant's Intent

The applicant's letter of intent includes the following narrative:

"The proposal is to annex the parcel into the Town of Bennett and rezone the parcel to the Town's existing R-2 Mid-Density Residential District."

"Annexation of the parcel is a logical extension of the Town's boundaries with a main portion of the established Town, including existing infrastructure, immediately east of the site. The annexation and zoning will include extending the infrastructure to serve the proposed new development. The site is in the Primary Area of Interest – Focus Area 1 as stated in the 2021 Town of Bennett Comprehensive Plan thereby enabling the potential annexation."

Standards for Considering an Annexation

In considering a petition for annexation, the Board of Trustees shall consider the following standards from Section 16-1-450 of the Town of Bennett Municipal Code:

- (1) The property to be annexed is a **reasonable and logical extension of the Town and compatible with the goals and policies of the Comprehensive Plan and the Three-Mile Area Plan.**
- (2) The degree to which areas proposed for annexation due to their configuration, cause excessive **police, fire, utility and street costs.**
- (3) Whether **zoning of the area proposed for annexation is reasonable** in terms of existing Town zoning classifications and consistent with the Comprehensive Plan and the Three-Mile Area Plan.
- (4) The area proposed for annexation should be located where **street extensions and water and sewer utility services are possible** without undue expense to the Town. Where exceptional costs may be required in serving the area proposed for annexation, financial arrangements to extend streets, water or sewer mains should be agreed upon prior to annexation.
- (5) **Stormwater drainage shall be considered** prior to annexation to ensure that flooding problems within and adjoining the area proposed for annexation will not be increased by development of the land.
- (6) Whether annexation of the area is in the **best interests of the Town.**

Staff Analysis and Findings Per Sec. 16-1-450

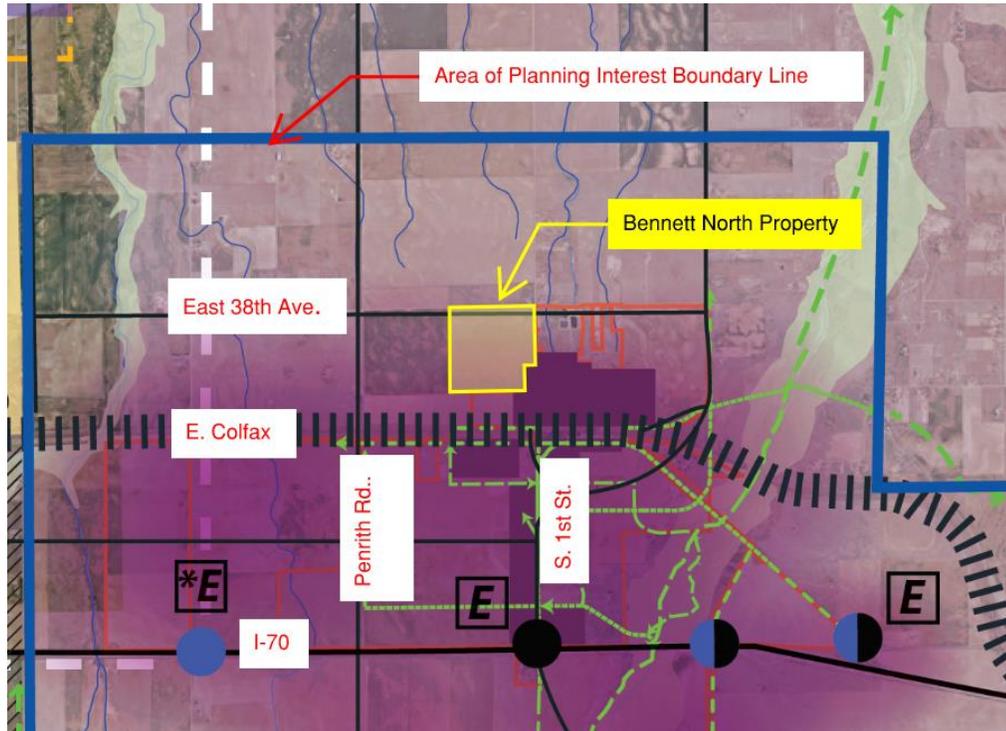
1. Reasonable and Logical Extension and Compatibility with the Comprehensive Plan and Three Mile Plan

The Bennett North property is **contiguous to the Town of Bennett** incorporated boundaries on the east and south sides for approximately 3,900 feet or nearly three-quarters of a mile. See the satellite image below.

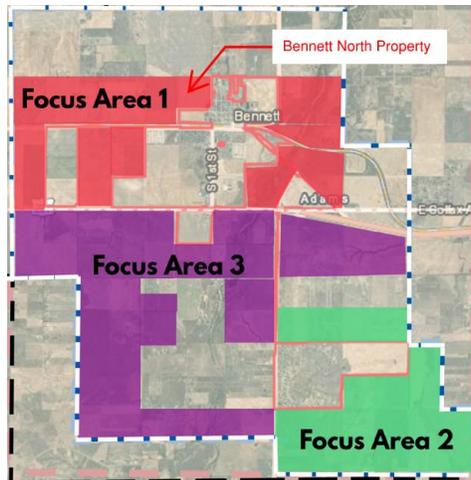
The yellow shaded area indicates the incorporated Town of Bennett.



The subject property is **within the Area of Planning Interest in the 2021 Comprehensive Plan**. The Area of Planning Interest includes unincorporated infill properties within Bennett, contiguous properties and properties within a logical service area, ideal for future annexation to the Town. See the excerpt of the comprehensive plan map below.



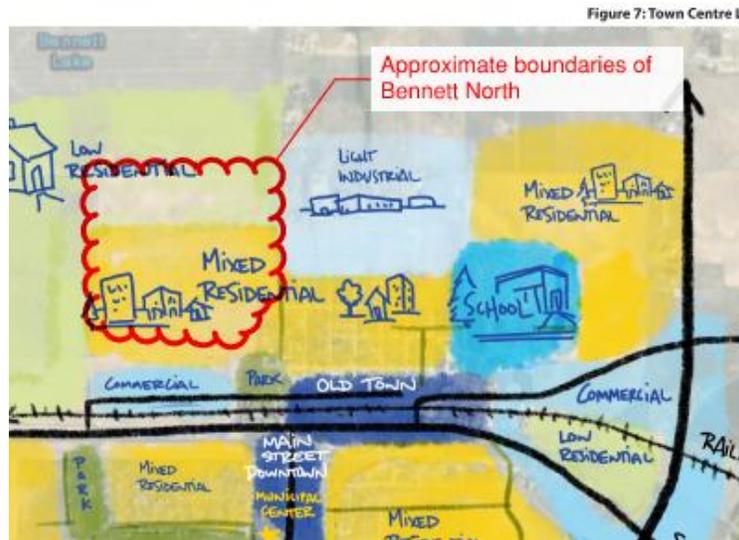
The property is within Focus Area 1 of the Comprehensive Plan. The Area of Planning Interest is further categorized into three focus areas for potential annexation. The areas are numbered based on the continuity for infrastructure, resources and services for the community. These focus areas are intended to provide guidance, not an obligation or priority, for future annexation by the Town or landowners.



The proposed zoning is consistent with the **Town Centre Land Use Concept Plan**. The approximate northern half of the Bennett North property is designated as **Low Residential**, and the southern half is designated as **Mixed Residential** in the Town Center Land Use Concept Plan. (See below.) The 2021 Comprehensive Plan describes the Low Residential area as a low-density residential use typically less than five dwelling units (DUs) per acre and comprised of single-family detached housing. Low Residential Areas are intended to provide housing to accommodate a wide range of home prices. The Mixed Residential neighborhoods contain a variety of housing types and densities, combined with non-

residential secondary land uses that are complementary and supportive such as parks and recreation areas, religious institutions and schools.

The proposed R-2 zoning can accommodate both the Low Residential and Mixed Residential land-use types.



The proposed annexation is **compatible with the Town of Bennett Three-Mile Plan**, most recently adopted in January 2022. The Three-Mile Plan is a compilation of several Town adopted plans, policies and studies, including the following:

- a) 2021 Comprehensive Plan
- b) 2019 Capital Asset Inventory Master Plan
- c) 2019 Parks, Trails and Open Space Master Plan
- d) 2019 Arts and Cultural Master Plan
- e) 2011 Regional Trail Plan
- f) 2010 Downtown Planning Study
- g) 2013 Planning and Environmental Linkages Report

Staff Finding: Staff finds the proposed annexation is a reasonable and logical extension of the Town and compatible with the goals and policies of the Comprehensive Plan and the Three-Mile Area Plan.

2. Police, Fire, Utility and Street Costs

Police

Law enforcement in the area will be provided by Adams County.

Fire

The project is within the Bennett Fire Protection District service area. The District has no objections to the proposed annexation. The developer shall confer with the District regarding International Fire Code standards, ensure the municipal water system meets the design and fire flow expectations of the Town and the District, consider the wildland-urban interface, provide appropriate access for all emergency vehicles and participate in established impact fee programs.

Water and Sewer

A comprehensive traffic impact study (TIS) will be required at the time of the first subdivision plat. The TIS must include, but not be limited to: an identification of vehicle trip generation, existing and proposed conditions, capacity analysis, onsite and offsite impacts and improvements to mitigate the impacts.

The design, financing and timing of construction of internal and external street connections will be addressed in subsequent subdivision agreement(s) at the time of the platting process.

A future subdivision agreement(s) will also indicate how many new homes, if any, can be built and occupied before any of the offsite improvements are constructed.

Finally, Adams County has recommended the Town annex the entirety of East 38th Avenue right-of-way. This would have to be a separate annexation action of the Board.

Water and Sewer

As noted above, existing Town utilities and streets are nearby, as are electric, gas and telecommunication utilities. The cost of onsite infrastructure improvements and the development's fair share of offsite improvements will be the developer's responsibility and most likely a future metropolitan district. In addition, all development will be subject to the Town's development and impact fees.

Staff Finding: Given the proximity of the Bennett North property to existing Town infrastructure, the extension of services will not result in an undue expense to the Town.

5. Stormwater Drainage Considered Prior to Annexation

A stormwater management system will be designed by the developer and reviewed by the Town at the time of subdivision platting. Phasing of all onsite and offsite improvements will also need to be addressed by future subdivision agreements.

The accompanying annexation agreement includes the following provision: *"Owner shall comply with, all Town ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets and flood control."*

Staff Finding: The annexation agreement and subsequent review of subdivision plats will ensure that stormwater drainage is considered and that the development of the land will not increase flooding problems within and adjoining the area proposed for annexation.

6. Annexation in the Best Interests of the Town

As discussed above, the proposed annexation is consistent with the standards (1) - (5) of Section 16-1-450. The proposed annexation is a reasonable and logical extension of the Town's boundaries. Development on the Bennett North property can be efficiently and effectively served with public and private utilities. Annexation of the property will allow the Town to continue to grow responsibly, while accommodating more housing opportunities for current and future residents and adding to the customer base that will serve our retail and service economy.

Staff Finding: Staff believes, because of the conclusions above, the annexation and future development of the Bennett North property will be in the best interests of the Town.

Referral Agency Review and Comments

The proposed Bennett North annexation was sent to several referral agencies for comment, including:

1. Town Planning
2. Town Engineer
3. Town Traffic Engineer
4. Bennett-Watkins Fire Rescue (BWFR)
5. CORE Electric Cooperative (IREA)
6. Colorado Natural Gas (CNG)
7. Bennett School District 29J

None of the agencies that responded have any objections to the annexation. However, many of them, including the Town Engineer, Town Traffic Engineer, Bennett-Watkins Fire, Bennett School District 29J and CORE Electric Cooperative, will require more analysis at the time of subdivision platting.

Public Comment

Notice of the February 28, 2022 Planning and Zoning Commission hearing and the March 22, 2022 Board of Trustees hearing was published in the Eastern Colorado News, posted on the subject property and sent to all property owners within 300 feet of the property. Staff has had initial conversations with an adjoining property owner clarifying the nature of the application.

Annexation Agreement

Accompanying the annexation petition is the Bennett North Annexation Agreement. (See attached.) The agreement is based on the Town's standard annexation agreement template. By entering into the agreement, the property owners and the Town acknowledge and agree that the annexed property will be subject to all ordinances, resolutions, and other regulations of the Town, including but not limited to:

- Zoning and Development
- Land Dedications
- Public Improvements
- Improvement Districts
- Special District Inclusion
- Special District Exclusion
- Conformity with Laws on:
 - annexation
 - subdivision
 - zoning
 - storm drainage
 - utilities
 - access to Town streets and
 - flood control
- Provision of Municipal Services
- Water Dedication
- Owners' Association
- Development Impact Fees
- Water and Sewer Development Fees

Staff Recommendation on Annexation

Staff recommends the Board of Trustees adopt the following three items concerning the annexation:

1. Resolution No. 907-22, A Resolution Concerning a Petition for the Annexation of Property to the Town of Bennett, Colorado, known as the Bennett North Annexation and Finding the Area Proposed to be Annexed Eligible for Annexation
2. Ordinance No. 739-22, An Ordinance Approving an Annexation Known as the Bennett North Annexation to the Town of Bennett, Colorado
3. Resolution No. 908-22, A Resolution Approving an Annexation Agreement for the Bennett North Annexation

Attachments

1. Staff PowerPoint Presentation (PDF)
2. Land Use Application
3. Letter of Intent/Narrative
4. Annexation Petition
5. Annexation Map
6. Annexation Impact Report
7. Bennett North Traffic Memorandum
8. Combined Staff and Referral Agency Comments
9. Eligible for Annexation Resolution 907-22
10. Annexation Ordinance No. 739-22
11. Bennett North Annexation Agreement
12. Resolution 908-22 re: The Annexation Agreement

A dark blue silhouette of a water tower with a hexagonal top and three legs, positioned on the right side of the slide. The background features a blue sky with white clouds and a landscape with green and yellow hills.

Case No. 22.01 Bennett North (Mundell) Annexation

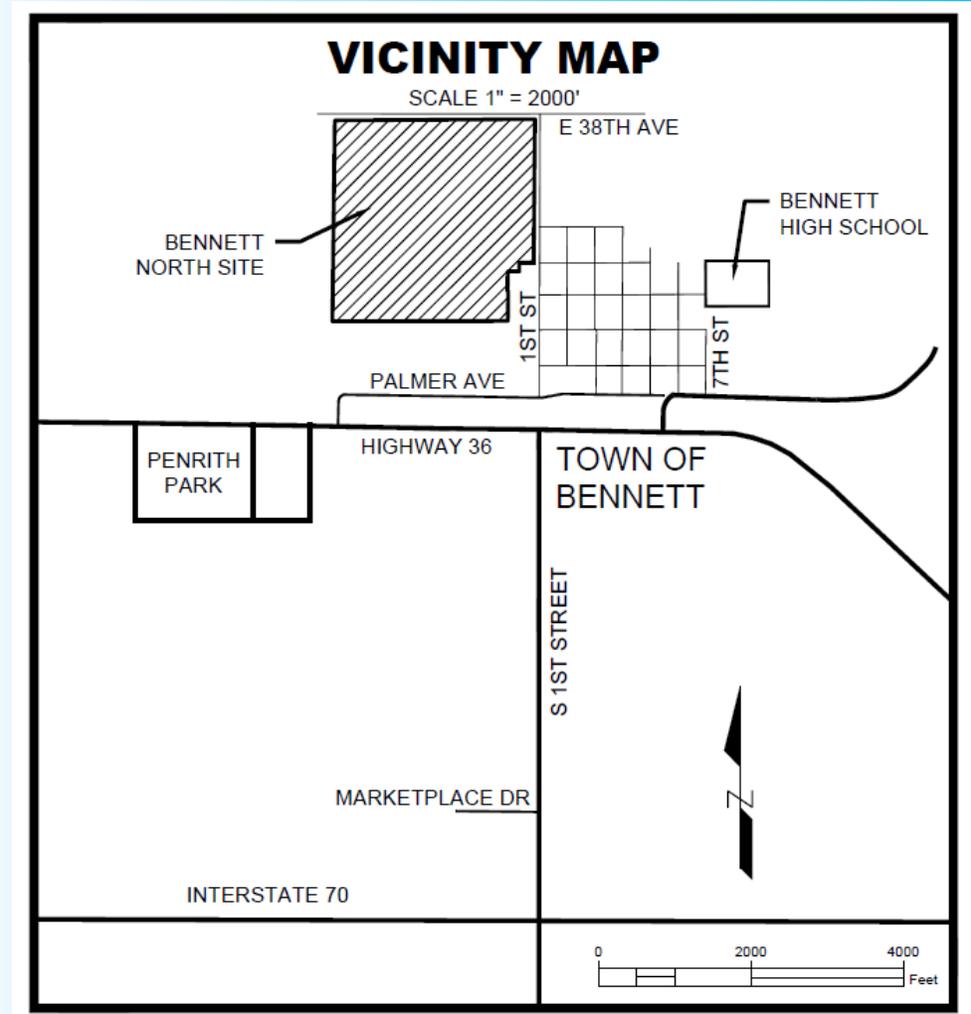
Town of Bennett Board of Trustees

March 22, 2022

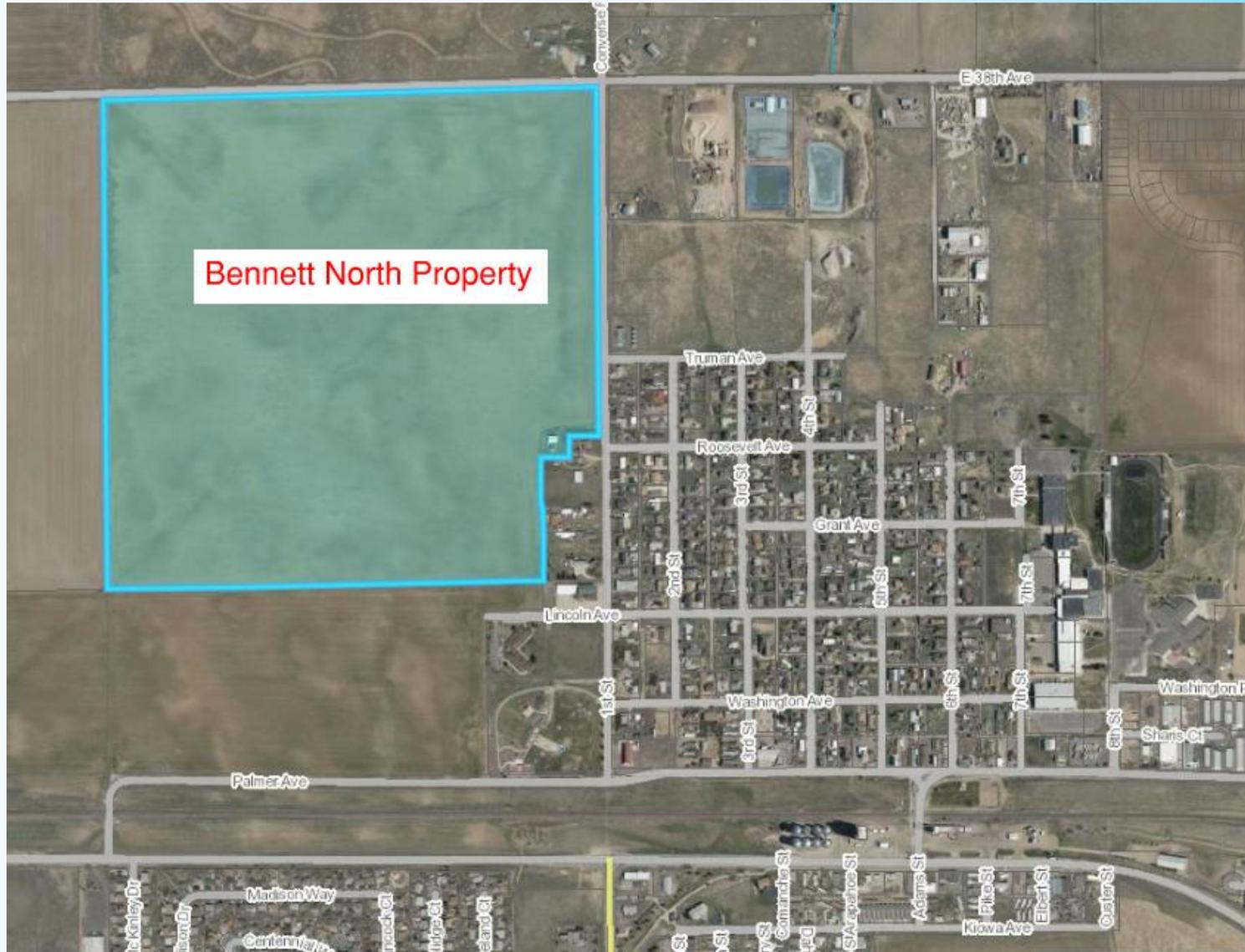
Steve Hebert, Planning & Economic Development Manager

Proposed Annexation

- Proposal to annex and zone 153.62 acres
- Southwest corner of E. 38th Ave. and 1st St./Converse Rd.
- Currently unincorporated, zoned A-3 in Adams County
- Proposed R-2 residential zoning to be considered in Case No. 22.02



Bennett North Property



Summary of the Actions to Be Considered

1. Is the property eligible for annexation? (Resolution No. 907-22);
2. Should the property be annexed? (Ordinance No. 739-22);
and,
3. If annexed, should the annexation agreement be approved? (Resolution No. 908-22)
4. If annexed, Case No. 22.02 considers zoning for the property.

Is the Property Eligible for Annexation?

Sections 31-12-104 and 31-12-105 of the Colorado Revised Statutes (C.R.S) set forth the criteria for deciding whether a property is eligible for annexation into the Town, including but not limited to:

- One-sixth contiguity
- Community of interest
- Capability of being integrated
- Will not result in detachment from school district
- Will not extend existing Town boundary more than 3 miles
- Will be governed by a comprehensive plan

Staff Finding and Recommendation Regarding Eligibility

Staff and the Town Attorney find the property is eligible for annexation and recommends the Board of Trustees adopt Resolution No. 907-22.

(See Resolution)

Applicant's Intent for Annexation

The applicant's letter of intent includes the following narrative:

"The proposal is to annex the parcel into the Town of Bennett and rezone the parcel to the Town's existing R-2 Mid-Density Residential District."

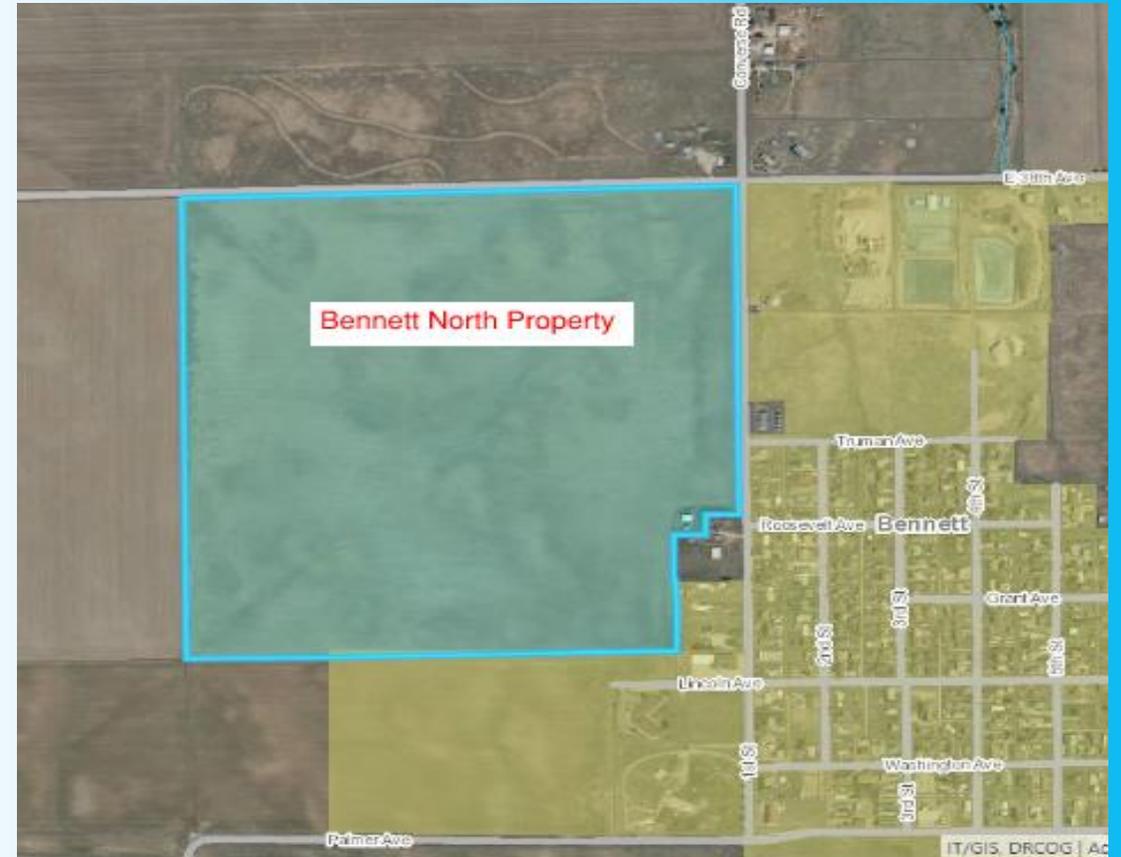
Standards When Considering Annexation

Section 16-1-450

- (1) The property to be annexed is **a reasonable and logical extension of the Town and compatible with the goals and policies of the Comprehensive Plan and the Three-Mile Area Plan.**
- (2) The degree to which areas proposed for annexation due to their configuration, **cause excessive police, fire, utility and street costs.**
- (3) Whether **zoning of the area proposed for annexation is reasonable** in terms of **existing Town zoning classifications** and consistent with the **Comprehensive Plan and the Three-Mile Area Plan.**
- (4) The area proposed for annexation should be located where **street extensions and water and sewer utility services are possible without undue expense to the Town.** Where exceptional costs may be required in serving the area proposed for annexation, financial arrangements to extend streets, water or sewer mains should be agreed upon prior to annexation.
- (5) **Stormwater drainage shall be considered** prior to annexation to ensure that flooding problems within and adjoining the area proposed for annexation will not be increased by development of the land.
- (6) Whether annexation of the area **is in the best interests of the Town.**

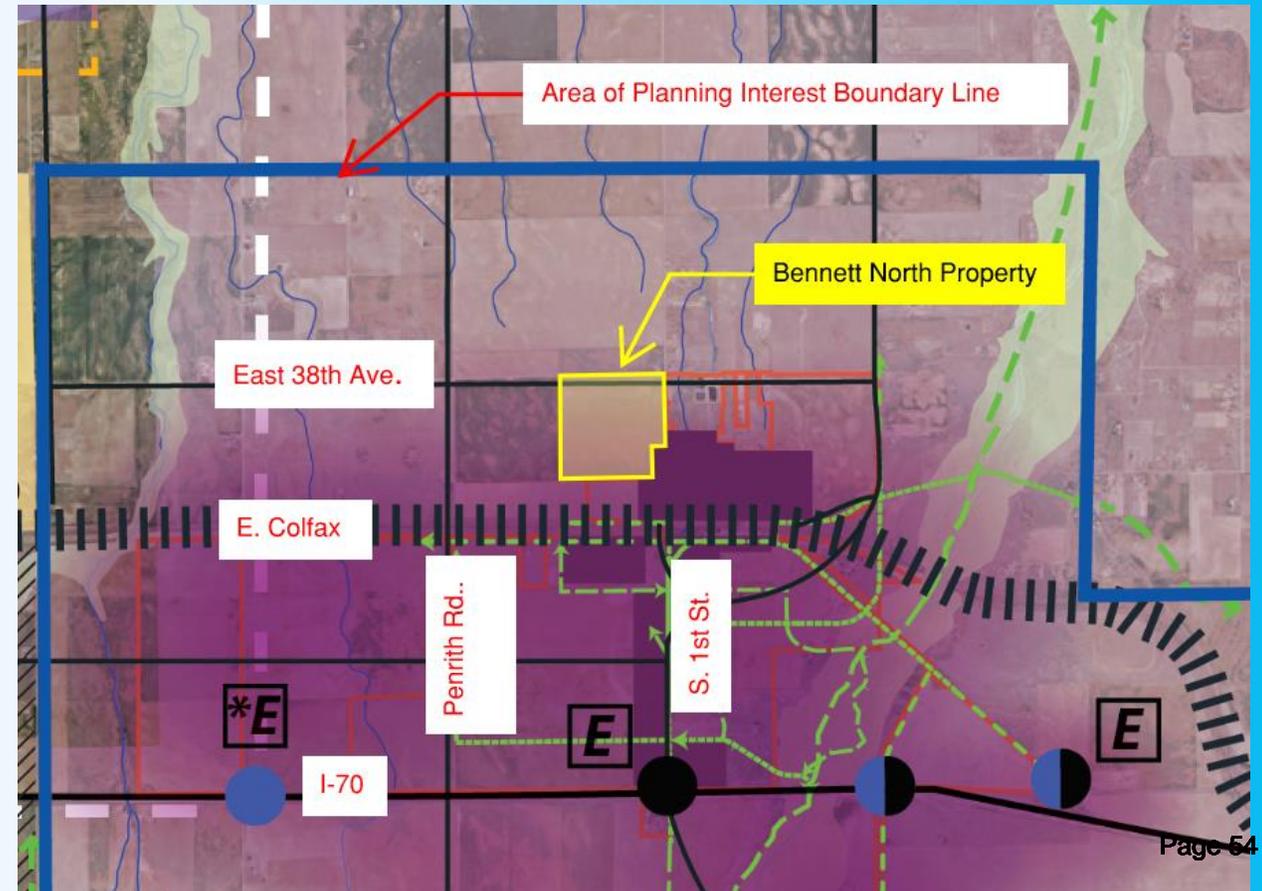
Reasonable and Logical Extension?

Contiguous to the Town of Bennett's incorporated boundaries on both the east and south sides for approximately 3,900 feet or nearly three-quarters of a mile



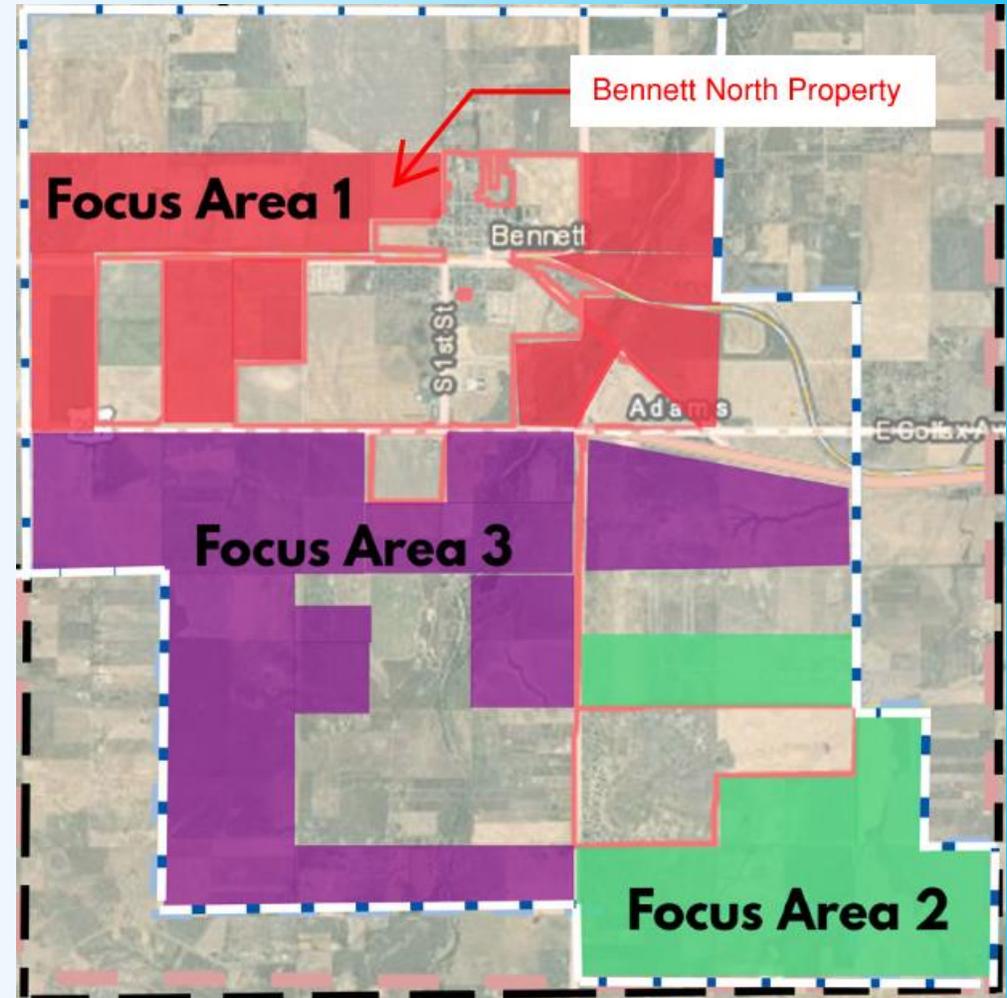
Compatibility with the Comprehensive Plan and Three Mile Plan?

Within the Area of Planning Interest in the 2021 Comprehensive Plan



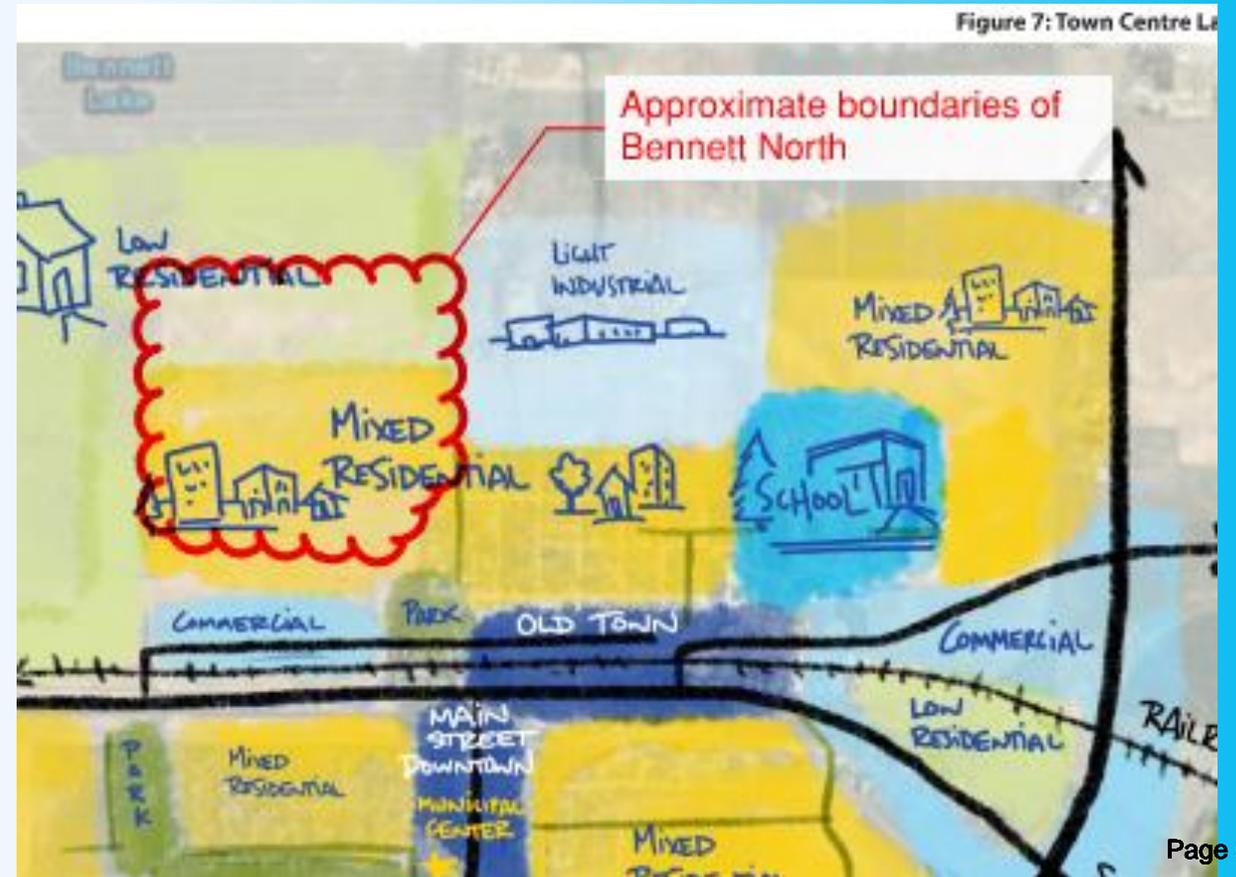
Compatibility with the Comprehensive Plan and Three Mile Plan?

Within Focus Area 1 of the Comprehensive Plan



Compatibility with the Comprehensive Plan and Three Mile Plan?

Consistent with the Town Centre Concept Plan



Compatibility with the Comprehensive Plan and Three Mile Plan?

Consistent with the
Town Centre Concept Plan

- 2021 Comprehensive Plan
- 2019 Capital Asset Inventory Master Plan
- 2019 Parks, Trails and Open Space Master Plan
- 2019 Arts and Cultural Master Plan
- 2011 Regional Trail Plan
- 2010 Downtown Planning Study
- 2013 Planning and Environmental Linkages Report

Excessive Police, Fire, Utility and Street Costs?

Staff finds the proposed area of annexation is not expected to result in excessive police, fire, utility or street costs. The cost of onsite infrastructure improvements and the development's fair share of offsite improvements will be the responsibility of the developer and most likely a future metropolitan district.

Reasonableness of Proposed Zoning?

The proposed zoning is reasonable in terms of existing Town zoning classifications and consistent with the Comprehensive Plan and the Three-Mile Area Plan. That finding and decision will be made by the Board of Trustees when considering Case No. 22.02.

Street, Water and Sewer Services Without Undue Expense to the Town?

Existing Town utilities and streets are nearby, as are electric, gas and telecommunication utilities. The cost of onsite infrastructure improvements and the development's fair share of offsite improvements will be the responsibility of the developer and most likely a future metropolitan district. In addition, all development will be subject to the Town's development impact fees.

Storm Drainage Considered Prior to Annexation?

The annexation agreement and subsequent review of subdivision plats will assure stormwater drainage is considered and that flooding problems within and adjoining the area proposed for annexation will not be increased by development of the land.

Annexation in the Best Interests of the Town?

- The proposed annexation is consistent with the standards (1) - (5) of Section 16-1-450 as described in the previous slides.
- Because of the conclusions above, the annexation and future development of the Bennett North property will be in the best interests of the Town.

Availability of Public Infrastructure

- If the property is annexed and zoned, future subdivision plats and subdivision agreements will require the developer to design, finance and construct both onsite and offsite improvements.
 - Water and Sewer – Town of Bennett (with onsite and offsite improvements)
 - Regional Stormwater – Metro District or HOA, TBD at time of subdivision
 - Fire Protection – Bennett-Watkins Fire Rescue (consistent with IFC and other standards)
 - Access – E. 38th Avenue and 1st St./Converse Rd.
 - Law Enforcement – Adams County Sheriff
 - Electricity – CORE Electric Cooperative (with onsite and offsite improvements)
 - Natural Gas – Colorado Natural Gas
 - Telecom – Eastern Slope Technologies or Comcast
 - Bennett School District 29J (school site or cash-in-lieu TBD)

Overall Staff Findings on Case No. 22.01

Staff finds the proposed annexation is consistent with the standards for considering an annexation, as outlined in Section 16-1-450 of the Bennett Municipal Code.

Staff Recommendation on Annexation

Staff recommends the Board of Trustees adopt Ordinance No. 739-22 approving the Bennett North annexation.

(See Ordinance)

Bennett North Annexation Agreement

The agreement is based on the Town's standard annexation agreement template. By entering into the agreement, the property owners and the Town acknowledge and agree that the annexed property will be subject to all ordinances, resolutions, and other regulations of the Town, including but not limited to:

- Zoning and Development
- Land Dedications
- Public Improvements
- Improvement Districts
- Special District Inclusion
- Special District Exclusion
- Conformity with Laws pertaining to:
 - annexation
 - subdivision
 - zoning
 - storm drainage
 - utilities
 - access to Town streets and
 - flood control
- Provision of Municipal Services
- Water Dedication
- Owners' Association
- Development Impact Fees
- Water and Sewer Development Fees

Bennett North Annexation Agreement Staff Recommendation

Staff recommends the Board of Trustees adopt Resolution No. 908-22, approving the Bennett North Annexation Agreement, which authorizes the Mayor to “execute the agreement and negotiate and approve on behalf of the Town such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.”

(See Resolution)

Town of Bennett Land Use Application Form

TO BE COMPLETED BY APPLICANT

Application Type: **Annexation** Other _____

Primary Contact Name: John Vitella/Jim Marshall

Name of Firm: MGV 36 North Land Investments, LLC and Henry Design Group, Inc.

Address: PO Box 4701 / 1501 Wazee Street #1-C, Denver, CO 80202 - 303-446-2368

City: Greenwood Village **State:** CO **Zip:** 80155 **Phone:** 303-210-4964

Email: john@vitellapartners.com / khenry@henrydesigngroup.com

Owner Name: Marcia Mundell 9910 N. Manilla Road, Bennett, CO 80102; Claude Bennett 8730 Westminster Terrace #3410 Dallas TX 75242; Joy Marie Snider 1246 Sheldon Drive, Brentwood, CA 94513

Address:

City: **State:** **Zip:** **Phone:**

Email:

Mineral Estate Holder/Lease:

Name of Firm:

Address:

City: **State:** **Zip:** **Phone:**

Parcel#: 0181500000304 &005 &006 **Subdivision Name:** Bennett North

Site Address:

Nearest Major Intersection: SW corner of E. 38th Avenue and 1st Street/Converse Road

Legal Description: See associated documentation attached with the application.

Current Zoning: Adams County A-3 **Proposed # lots/units:** To be determined at Plat per the R-2 District

Total Acreage: 153.62 **Gross Floor Area:**

Proposed Gross Densities (du/ac): To be determined at Plat per the R-2 District

Additional Notes:

All Submittal Requirements must accompany this application. All applicable fees must be paid at the time of application. Any extraordinary cost incurred by the Town of Bennett in reviewing and processing this application is the responsibility of the applicant.

An executed cost agreement must be attached to this application pursuant to Sec. 16-1-325 of the Bennett Municipal Code.

I understand this is an application only, it must be approved by the Town, and any required building permits must be obtained before the property can be used in accordance with the request. I hereby acknowledge all of the above information is correct.

Applicant's Signature:  **Date:** 11/10/21



Landscape Architecture • Planning • Entitlements

November 12, 2021

Town of Bennett Planning Commission
Town of Bennett Board of Trustees
207 Muegge Way
Bennett, CO 80101

RE: Bennett North Annexation and Rezoning Letter of Intent

Dear Planning Commissioners and Board of Trustees,

The Henry Design Group, Inc., on behalf of MGV 36 North Land Investments, LLC the applicant for Bennett North, is pleased to submit this narrative in support of the proposed Annexation and Rezoning.

1. Applicant / Design Team

Applicant:

MGV 36 North Land Investments, LLC
John Vitella 303-210-4964
Jim Marshall
PO Box 4701
Greenwood Village, CO 80155
john@vitellapartners.com / jim@mglinvestments.com

Planner/Landscape Architect:

The Henry Design Group, Inc.
Karen Z. Henry, PLA
1501 Wazee Street, Suite 1-C
Denver, CO 80202
303-446-2368
khenry@henrydesigngroup.com

Civil Engineer:

2N Civil, LLC
Eric P. Tuin, PE
6 Inverness Ct., Suite 125
Englewood, CO 80112
303-925-0544
eric@2ncivil.com

Transportation Consultant

LSC Transportation Consultants, Inc.
1889 York Street
Denver, CO 80206
303-333-1105
csmcgranahan@lsctrans.com

2. Project Location

Bennett North is located in the northwestern area of the Town of Bennett environs. The site is a total of 153.62 acres of gently rolling agricultural land. The site is bordered to the north by E. 38th Avenue and to the east by N. Converse Rd./1st Street. Penrith Road is approximately one-half mile to the west and E. Colfax Avenue (Hwy 36), Palmer Avenue and the Union Pacific Railroad are approximately 1100 feet south of the site.

The site is more particularly described as being in a portion of the NE1/4 of Section 28, Township 3 South, Range 63 West of the 6th P.M., County of Adams, State of Colorado.

3. Site Characteristics

The site's gently sloping topography includes a minor depression traversing from the high point in the southwest corner of the site to the low point located in the northeast corner. Overall, there is a change in elevation of 30-feet across the site with the topography in the 1 - 2 % slope range. No impacts to existing flora and fauna are anticipated. The site has been farmed for a number of years and is currently fallow with scattered small shrubs introduced grasses and weeds. Fauna is limited to species that live in dry grasslands.

4. Project Description

Bennett North is currently zoned Agriculture-Three (A-3) in Adams County, Colorado. The proposal is to annex the parcel into the Town of Bennett and rezone the parcel to the Town's existing R-2 Mid-Density Residential District.

Annexation of the parcel is a logical extension of the Town's boundaries with a main portion of the established Town, including existing infrastructure, immediately east of the site. The annexation and zoning will include extending the infrastructure to serve the proposed new development. The site is in the Primary Area of Interest - Focus Area 1 as stated in the 2021 Town of Bennett Comprehensive Plan thereby enabling the potential annexation.

Rezoning of the Bennett North parcel to R-2 Mid-Density Residential will allow for a variety residential land uses. The intent is to design and develop a cohesive neighborhood in a thoughtful manner. Although up to eight (8) dwelling units per acre is permitted in the R-2 District, it is anticipated that the potential housing types could include single-family detached and paired homes on various lot sizes including both standard front-loading homes and alley loaded homes. The variety of home types will create a diverse neighborhood with homes at various price points attractive to numerous buyers. Supporting land uses will include parks, trails and open space designed to serve the demographic of the various neighborhoods within Bennett North.

5. Access and Traffic

The attached Traffic Memorandum prepared by LSC Transportation Consultants, Inc. illustrates the proposed road network in the vicinity of the site, potential access points, and future connectivity. Primary access will be from E. 38th Avenue with additional access points anticipated to Penrith Road to the west with the potential railroad crossing as Penrith Road to the south. An access point is possible into the site from the south through an extension of Lincoln Avenue from the east. Connection to Converse Road at Truman Avenue is also available. The proposed road network internal to the neighborhood will be designed to provide adequate vehicular and pedestrian circulation meeting the needs of the residents and life safety providers.

6. Utility Services and Drainage

Bennett North is proposing to connect into and extend the existing Town of Bennett water and sewer infrastructure to serve the site. Upon the completion of the infrastructure extensions connecting to the Town's facilities it is assumed the Town will be able to provide public water and sewer services.

At this time, it is anticipated the main waterlines will need to be extended north along 1st Street into the site and the sewer to be connected to the treatment plant located to the east of the site, on the east side of 1st Street. Modeling will be necessary to determine line sizes and exact locations to serve the development. At this time, it is anticipated a 15-inch main sewer will be necessary to serve the development at the downstream end, with a minimum of 8-inch mains at the lots.

Water mains will be primarily 8-inch with loops of 12-inch and 15-inch serving the 8-inch. It may be necessary for the Town to provide additional storage for domestic water. Once the models are produced and further design is considered the required infrastructure can be determined.

Dry utilities including electric, gas, cable and phone will be extended from existing facilities in the neighborhood to the east to the Bennett North site.

7. Development Schedule and Time Frame

It is anticipated the neighborhood will take several years to fully develop and the timing will be based on market conditions. The developers will be actively marketing the neighborhood to potential builders as the entitlement process is nearing completion.

8. Compliance with the 2021 Town of Bennett Comprehensive Plan

Bennett North is intended to be designed in accordance with the stated goals of the 2021 Town of Bennett Comprehensive Plan ("Comprehensive Plan") which states the Town "is committed to responsible planned development; economic vitality; high-quality public services, resilient infrastructure, programs and policies; and the continued expansion of a healthy community". It is believed that this statement is at the core of the planned Bennett North neighborhood and with the annexation and zoning, Bennett North can be the

catalyst to bring additional responsible development to this area of Town while maintaining the small-town character of Bennett.

The site is within the Area of Planning Interest and Focus Area 1 of the three annexation growth areas. These growth areas correspond to the three-mile annexation boundaries. Bennett North is contiguous with an existing, well-established neighborhood to the east where there is a logical extension of Town boundaries and infrastructure needed to open up Focus Area 1 for annexation and development.

Strong well-planned neighborhoods are essential to the economic vitality of the Town. Bennett North will comply with the guiding principle of the Comprehensive Plan by bringing to the Town a mix of residential land uses that will provide a diversity of housing at various densities and may include more affordable work force housing options. This can be achieved in a cohesive manner through innovative design, planning and development patterns.

The development of a connecting street system will facilitate transportation needs of the area in a safe and efficient manner. Bennett North's future parks, trails, and open spaces will be designed to provide recreational opportunities for the residents which will lead to happy, healthy, and safe lifestyles as encouraged by the Comprehensive Plan.

Thank you for your time and efforts in reviewing the proposed annexation and rezoning for Bennett North. As always, we look forward to continuing to work with the Town to see this exciting neighborhood to fruition and we respectfully request approval of the annexation and rezoning in the Town of Bennett. Please feel free to contact me if you have any questions or need additional information.

Sincerely yours,

A handwritten signature in black ink that reads "Karen Z. Henry". The signature is written in a cursive, flowing style with a large loop at the end of the last name.

Karen Z. Henry
President, Henry Design Group, Inc.

Cc: MGV 36 North Land Investments, LLC

PETITION FOR ANNEXATION – BENNETT NORTH

TO: THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO

The undersigned landowners, in accordance with Colorado law, hereby petition the Town of Bennett and its Board of Trustees for annexation to the Town of Bennett of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Adams and the State of Colorado, and to be known as the Bennett North Annexation to the Town of Bennett.

As part of this petition, your petitioners further state to the Board of Trustees that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the Town of Bennett.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Bennett or will be contiguous with the Town of Bennett within such time as required by Section 31-12-104.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Bennett.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Bennett.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.

- f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprises one hundred fifty three acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of five thousand dollars (\$5,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
- g. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality. The area proposed to be annexed is not part of any incorporated city, city and county, or town.
- h. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district.
- i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the Town of Bennett more than three miles in any direction from any point of the boundary of the Town of Bennett in any one year.
- j. The territory proposed to be annexed is approximately 153.62 acres in total area, and is entirely owned by the petitioners.
- k. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105(1)(e), C.R.S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the Town of Bennett, and the proposed land uses for the area.
- l. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the Town of Bennett.
- m. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S.

3. The owners of more than fifty percent of the area proposed to be annexed, exclusive of dedicated streets and alleys, have signed this petition and hereby petition for annexation of such territory.

The landowners' signatures on this petition comprise one-hundred percent (100%) of the landowners of the territory to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election.

4. The development standards applicable to this annexation, as provided in the ordinances of the Town of Bennett, as amended, have been or will be met by the annexation.
5. Accompanying this petition are four copies of an annexation map containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed;
 - b. A map showing the boundary of the area proposed to be annexed, said map prepared by and containing the seal of a registered engineer;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Bennett and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.
6. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the Town of Bennett, except for general property taxes of the Town of Bennett, if applicable, which shall become effective as of the January 1 next ensuing.
7. The zoning classification requested for the area proposed to be annexed is R-2 Mid-Density Residential.

The petitioners agree that said annexed lands shall be brought under the provisions of Chapter 16 of the Bennett Municipal Code and the Town of Bennett zoning map thereunder within ninety (90) days from the effective date of the annexation ordinance.

8. A mutually-acceptable annexation agreement will be executed by the petitioners herein and the Town of Bennett relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
9. The petitioners agree to the following terms and conditions, which shall be covenants running with the land, and which may, at the option of the Town, appear on the annexation map: (a) water rights shall be dedicated to the Town as provided in the Bennett Municipal Code and the annexation agreement; and (b) all conditions set out in the annexation agreement executed by the petitioners.

WHEREFORE, the undersigned petitioners respectfully request that the Town of Bennett, acting through its Board of Trustees, approve the annexation of the area proposed to be annexed.

| Signature of Landowner/Petitioner | Date of Signing | Mailing Address of Landowner/Petitioner | Are you a registered elector, resident landowner of the area proposed to be annexed (Yes or No) | Are you a non-resident landowner of the area proposed to be annexed (Yes or No) | See Exhibit <u>A</u> , attached hereto and incorporated into this petition by this reference, for the legal description of the land owner by this signer |
|-----------------------------------|--------------------|--|---|---|--|
| | | Marcia Mundell 9910 N. Manila Road, Bennett, CO 80102 | YES | NO | |
| <i>Samuel D. Mundell</i> | <i>oct 25 2021</i> | Samuel Ira Mundell 754 F Street, Fernley, NV 89408 | NO | YES | |
| | | Claude Bennett 8730 Westminster Terrace, #3410 Dallas, TX 75243 | NO | YES | |
| | | Cindy Lou Paynter 11530 Zimmerman Road, Port Richery, FL 34668 | NO | YES | |
| | | Joy Marie Snider 1246 Sheldon Drive Brentwood, CA 94513 | NO | YES | |
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| Signature of Landowner/Petitioner | Date of Signing | Mailing Address of Landowner/Petitioner | Are you a registered elector, resident landowner of the area proposed to be annexed (Yes or No) | Are you a non-resident landowner of the area proposed to be annexed (Yes or No) | See Exhibit <u>A</u> , attached hereto and incorporated into this petition by this reference, for the legal description of the land owner by this signer |
|-----------------------------------|--------------------|--|---|---|--|
| | | Marcia Mundell 9910 N. Manila Road, Bennett, CO 80102 | YES | NO | |
| | | Samuel Ira Mundell 754 F Street, Fernley, NV 89408 | NO | YES | |
| <i>Claude Bennett</i> | <i>4 Nov. 2021</i> | Claude Bennett 8730 Westminster Terrace, #3410 Dallas, TX 75243 | NO | YES | |
| | | Cindy Lou Paynter 11530 Zimmerman Road, Port Richery, FL 34668 | NO | YES | |
| | | Joy Marie Snider 1246 Sheldon Drive Brentwood, CA 94513 | NO | YES | |
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| | | Samuel Ira Mundell 754 F Street, Fernley, NV 89408 | NO | YES | |
| | | Claude Bennett 8730 Westminster Terrace, #3410 Dallas, TX 75243 | NO | YES | |
| <i>Cindy Lou Paynter</i> | <i>10-29-21</i> | Cindy Lou Paynter 11530 Zimmerman Road, Port Richery, FL 34668 | NO | YES | |
| | | Joy Marie Snider 1246 Sheldon Drive Brentwood, CA 94513 | NO | YES | |
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| Signature of Landowner/Petitioner | Date of Signing | Mailing Address of Landowner/Petitioner | Are you a registered elector, resident landowner of the area proposed to be annexed (Yes or No) | Are you a non-resident landowner of the area proposed to be annexed (Yes or No) | See Exhibit <u>A</u> , attached hereto and incorporated into this petition by this reference, for the legal description of the land owner by this signer |
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| | | Claude Bennett 8730 Westminster Terrace, #3410 Dallas, TX 75243 | NO | YES | |
| | | Cindy Lou Paynter 11530 Zimmerman Road, Port Richery, FL 34668 | NO | YES | |
| Joy Snider | 10-24-2021 | Joy Marie Snider 1246 Sheldon Drive Brentwood, CA 94513 | NO | YES | JMS |
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EXHIBIT A

THE NE1/4 SECTION 28, TOWNSHIP 3, RANGE 63,

EXCEPT THREE ACRES IN THE SE1/4 OF THE NE1/4 OF SAID SECTION 28 DESCRIBED AS:
BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4; THENCE NORTH 396'; THENCE WEST
330'; THENCE SOUTH 396'; THENCE EAST 330' TO THE POINT OF BEGINNING.

AND EXCEPT A PARCEL OF LAND SITUATED IN THE NE1/4 OF SAID SECTION 28 DESCRIBED AS:
BEGINNING AT A POINT 396.0' N00°01'E OF THE SE CORNER OF THE NE1/4 OF SAID SECTION 28;
THENCE N00°01'E A DISTANCE OF 365.0'; THENCE N89°59'W A DISTANCE OF 187.0'; THENCE
S00°01'W A DISTANCE OF 113.0'; THENCE N89°59'W A DISTANCE OF 151.5 FEET; THENCE
S00°01'W A DISTANCE OF 257.0'; THENCE N89°10'13"E A DISTANCE OF 338.5', MORE OR LESS, TO
POINT OF BEGINNING.

ABOVE PARCEL OF LAND INCLUDES 153.62 ACRES MORE OR LESS.

BENNETT NORTH ANNEXATION

TOWN OF BENNETT, COLORADO

PROPERTY DESCRIPTION:

THE NE1/4 SECTION 28, TOWNSHIP 3, RANGE 63,

A PARCEL OF LAND LOCATED IN THE NE1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

EXCEPT THREE ACRES IN THE SE1/4 OF THE NE1/4 OF SAID SECTION 28 DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4; THENCE NORTH 396'; THENCE WEST 330'; THENCE SOUTH 396'; THENCE EAST 330' TO THE POINT OF BEGINNING.

AND EXCEPT A PARCEL OF LAND SITUATED IN THE NE1/4 OF SAID SECTION 28 DESCRIBED AS: BEGINNING AT A POINT 396.0' N00°01'E OF THE SE CORNER OF THE NE1/4 OF SAID SECTION 28; THENCE N00°01'E A DISTANCE OF 365.0'; THENCE N89°59'W A DISTANCE OF 187.0'; THENCE S00°01'W A DISTANCE OF 113.0'; THENCE N89°59'W A DISTANCE OF 151.5 FEET; THENCE S00°01'W A DISTANCE OF 257.0'; THENCE N89°10'13"E A DISTANCE OF 338.5', MORE OR LESS, TO POINT OF BEGINNING.

ABOVE PARCEL OF LAND INCLUDES 153.62 ACRES MORE OR LESS.

OWNER'S APPROVAL:

THE OWNER'S OF THE ABOVE DESCRIBED PARCEL OF LAND HAVE CAUSED SAID PARCEL TO BE ANNEXED TO THE TOWN OF BENNETT UNDER THE NAME OF "BENNETT NORTH ANNEXATION".

OWNERS:

MARCIA L. MUNDELL BY: _____
MARCIA L. MUNDELL
STATE OF COLORADO)
) SS
COUNTY OF _____)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____
20__ BY _____ AS OWNER.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC MY COMMISSION EXPIRES _____

CLAUDE BENNETT BY: _____
CLAUDE BENNETT
STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____
A.D. 20__ BY _____ AS OWNER.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC MY COMMISSION EXPIRES _____

THE JOY MARIE SNIDER TRUST BY: _____
TRUSTEE
STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____
20__ BY _____ AS TRUSTEE OF THE JOY MARIE SNIDER TRUST.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC MY COMMISSION EXPIRES _____

CINDY LOU PAYNTER TRUST BY: _____
TRUSTEE
STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____
20__ BY _____ AS TRUSTEE OF CINDY LOU PAYNTER TRUST.

WITNESS MY HAND AND OFFICIAL SEAL

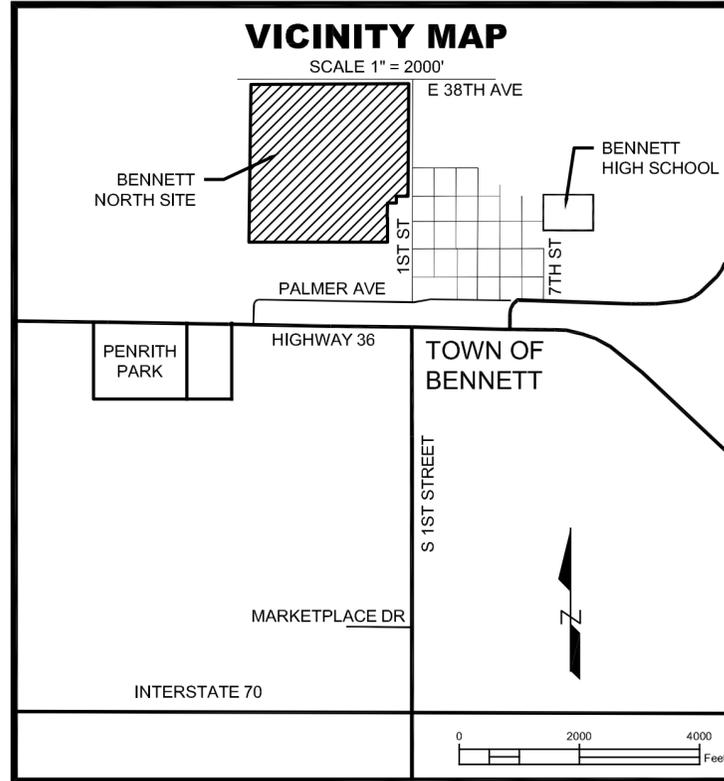
NOTARY PUBLIC MY COMMISSION EXPIRES _____

SAMUEL IRA MUNDELL TRUST BY: _____
TRUSTEE
STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____
20__ BY _____ AS TRUSTEE OF SAMUEL IRA MUNDELL TRUST.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC MY COMMISSION EXPIRES _____



CONTIGUITY:

THE PROPOSED ANNEXATION BOUNDARY PERIMETER IS 10551 L.F. OF WHICH 4,224 L.F. IS CONTIGUOUS TO THE TOWN OF BENNETT WHICH IS GREATER THAN THE 1/6 REQUIRED BEING 1,759 L.F.

CURRENT ZONING:

ADAMS COUNTY: A-3

PROPOSED ZONING:

TOWN OF BENNETT
R-2 MID-DENSITY RESIDENTIAL

NOTES:

- 1. ALL DIMENSIONS SHOWN ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.
- 2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 28 TO BEAR N00°33'30"E BETWEEN MONUMENTS SHOWN.
- 4. GROSS LAND AREA IS 153.62 ACRES.

CONTACT INFORMATION:

PROPERTY OWNERS: JOHN SAMUEL MUNDELL, 9910 MANILA ROAD, BENNETT, CO 80102; CLAUDE BENNETT, 8730 WESTMINSTER TERRACE, UNIT 3410, DALLAS, TX 75243; THE JOY MARIE SNIDER TRUST, 754 F STREET, FERNLEY, NV 89408
APPLICANT/DEVELOPER: MGV INVESTMENTS, LLC, PO BOX 4701, GREENWOOD VILLAGE, CO 80155; JOHN VITELLA, john@vitellapartners.com, 303-210-4964
ENGINEER/ SURVEYOR: 2N CIVIL, LLC, 6 INVERNESS CT E STE 125, ENGLEWOOD, CO 80112; ERIC P. TUIN, P.E., OWNER, ERIC@2NCIVIL.COM, 303-925-0544

SURVEYOR'S STATEMENT:

I, ELIJAH FRANE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP REPRESENTS A SURVEY COMPLETED BY ME ON NOVEMBER 8, 2018.

ELIJAH FRANE, COLORADO PLS NO. 38376 DATE _____

TOWN APPROVAL:

THIS IS TO CERTIFY THAT THE BENNETT NORTH ANNEXATION WAS APPROVED ON THE _____ DAY OF _____ 20__ BY ORDINANCE NO. _____ AND THAT THE MAYOR OF THE TOWN OF BENNETT ON BEHALF OF THE TOWN OF BENNETT, HEREBY ACKNOWLEDGES SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED HERON.

MAYOR

ATTEST: TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE:

RECEPTION NO. _____

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY AT BRIGHTON, COLORADO, ON THIS ____ DAY OF _____, 20__, AT ____ O'CLOCK, __. M.

ADAMS COUNTY CLERK AND RECORDER

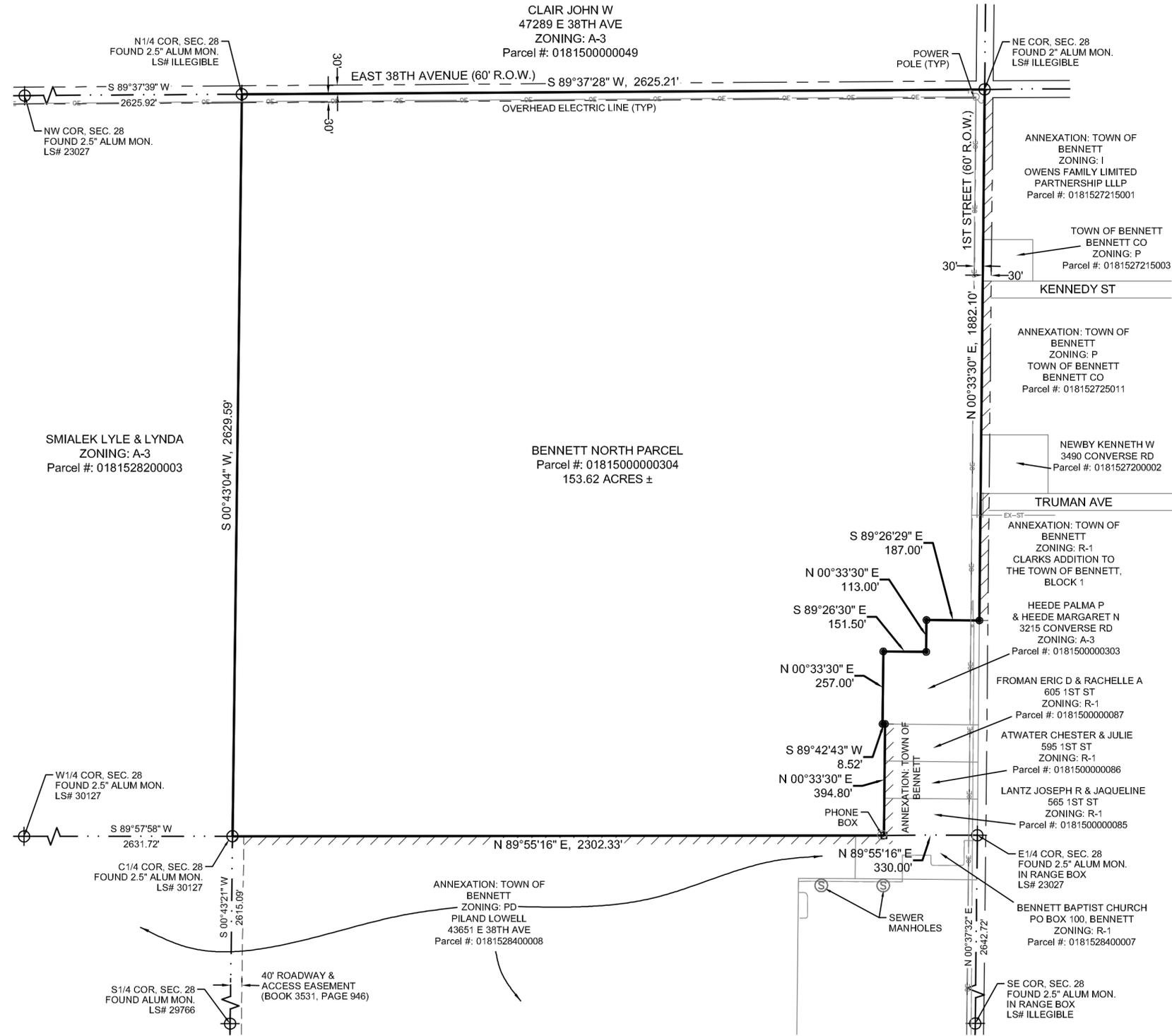
BY: _____
DEPUTY

| | | | |
|--|---|--|-----------------------|
| | 6 Inverness Ct. E. Suite, 125 Englewood, CO 80112 303.925.0544 T 303.925.0547 F www.2ncivil.com | MGV 36 NORTH LAND INVESTMENTS, LLC PO BOX 4701 ENGLEWOOD, CO 80155 | ISSUED DATE: 12/3/21 |
| | | | PROJECT NUMBER: 21012 |
| | | | SHEET 1 OF 2 |

BENNETT NORTH ANNEXATION

TOWN OF BENNETT, COLORADO

A PARCEL OF LAND LOCATED IN THE NE1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO



SMIALEK LYLE & LYNDA
ZONING: A-3
Parcel #: 0181528200003

BENNETT NORTH PARCEL
Parcel #: 01815000000304
153.62 ACRES ±

ANNEXATION: TOWN OF BENNETT
ZONING: I
OWENS FAMILY LIMITED PARTNERSHIP LLLP
Parcel #: 0181527215001

TOWN OF BENNETT
BENNETT CO
ZONING: P
Parcel #: 0181527215003

ANNEXATION: TOWN OF BENNETT
ZONING: P
TOWN OF BENNETT
BENNETT CO
Parcel #: 018152725011

NEWBY KENNETH W
3490 CONVERSE RD
Parcel #: 0181527200002

ANNEXATION: TOWN OF BENNETT
ZONING: R-1
CLARKS ADDITION TO THE TOWN OF BENNETT, BLOCK 1

HEEDE PALMA P & HEEDE MARGARET N
3215 CONVERSE RD
ZONING: A-3
Parcel #: 0181500000303

FROMAN ERIC D & RACHELLE A
805 1ST ST
ZONING: R-1
Parcel #: 0181500000087

ATWATER CHESTER & JULIE
595 1ST ST
ZONING: R-1
Parcel #: 0181500000086

LANTZ JOSEPH R & JAQUELINE
565 1ST ST
ZONING: R-1
Parcel #: 0181500000085

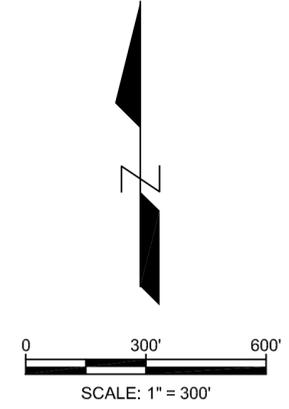
E1/4 COR. SEC. 28
FOUND 2.5\" ALUM MON.
IN RANGE BOX
LS# 23027

BENNETT BAPTIST CHURCH
PO BOX 100, BENNETT
ZONING: R-1
Parcel #: 0181528400007

SE COR. SEC. 28
FOUND 2.5\" ALUM MON.
IN RANGE BOX
LS# ILLEGIBLE

LEGEND:

| | |
|----------------------------|--|
| TOWN OF BENNETT BOUNDARY | |
| BOUNDARY OF ANNEXATION | |
| ADJOINING PROPERTY LINE | |
| EXISTING OVERHEAD ELECTRIC | |
| EXISTING STORM PIPE | |



2N CIVIL 6 Inverness Ct. E. Suite, 125 Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

MGV 36 NORTH LAND INVESTMENTS, LLC
PO BOX 4701
ENGLEWOOD, CO 80155

| | |
|-----------------|---------|
| ISSUED DATE: | 12/3/21 |
| PROJECT NUMBER: | 21012 |
| SHEET 2 OF 2 | |

Annexation Impact Report

For

Bennett North

Town of Bennett

Adams County, Colorado

December, 2021

**Bennett North Annexation
Bennett Annexation Impact Report
Adams County, Colorado**

I. Project Description

The location of the proposed Bennett North Annexation to the Town of Bennett is shown on the Annexation Map. The Annexation Map is provided as Exhibit A. The area to be annexed includes approximately 153.62 acres of vacant agricultural land in unincorporated Adams County. The property contains a barn and a silo.

In conjunction with the proposed annexation, the zoning for the subject property is proposed to change from Adams County A-3 Agricultural zoning to Town of Bennett R-2 Mid Density Residential zoning allowing a variety of residential and recreational land uses. The proposed zoning is indicated on Exhibit B. The Town Board of Trustees will review the annexation and zoning proposals in relation to the Town’s current land use and development policies. The land uses proposed are wholly consistent with the 2021 Town of Bennett Comprehensive Plan and the 2021 Town of Bennett Comprehensive Plan. The 2021 Town Centre Land Use Concept is indicated in Exhibit C. The Town’s current boundaries, infrastructure and existing land use pattern are indicated on Exhibit D.

II. Municipal Services

Municipal services for the Bennett North Annexation are anticipated to be provided by the following entities at the time of development of the property:

| | |
|-------------|----------------------------------|
| Electricity | IREA |
| Fire | Bennett-Watkins Fire Rescue |
| Natural Gas | Colorado Natural Gas |
| Police | Adams County - Police Department |
| Sewer | Town of Bennett |
| Telephone | ESRTA |
| Water | Town of Bennett |

Financing for the extension of and/or the improvement of the municipal services will primarily be the responsibility of the property owner/developer, one or more Title 32 Metropolitan Districts, or through appropriate agreements, financing, and completion of guarantees. Additional funding for provision of municipal services provided by the Town will be financed through impact fees, taxes, charges, and special improvement districts, as necessary.

The owner/developer and/or one or more Title 32 Metropolitan Districts will primarily be responsible for the costs of roadways, water, sewer, and storm drainage facilities serving the property. The future Sketch Plan, Final Plats and Site Plans and associated Construction Documents will show the planned locations of water, sewer and storm drainage facilities, internal roadways, and any required off-site improvements such as dedication of right-of-way and improvements to 1st Street/N. Converse Rd. and East 38th Avenue along the eastern and northern frontages of the property as well as the internal roadways within the community. Access to the property is required to comply with the Town's adopted codes.

III. Special Districts

The area proposed to be annexed is within or will petition for inclusion into the following special districts as may be directed by the Town:

- Bennett-Watkins Fire Rescue
- Bennett Park & Recreation District
- Lost Creek Ground Water Management District
- Bennett School District 29J
- Rangeview Library District
- The property may be included at a future date into one or more Title 32 Metropolitan Districts.

IV. School District Impact

The intent of the proposed annexation and zoning is to develop the property with a variety of residential and recreational uses within a Planned Development. At this point in time, it is not possible to determine the estimated number of students generated and the capital construction required to educate such students from the future development of the property. However, using the Town Code formula within Section 16-5-510, and at an estimated maximum density (Medium Density per Town Code formula), the community could generate approximately 1,200 units and approximately 437 total students spread across the elementary, middle and high school age groups. The owner/developer, as it has on previous projects including Penrith Park (Skyview), Muegge Farms (Filing No. 4), and the Brunner property will continue to work closely with the Town and Bennett School District 29J to follow and comply with current adopted Bennett Municipal Code requirements for land dedication and/or cash-in-lieu of dedication requirements during the future entitlement process including Sketch Plan, Final Plats and Site Plans.

V. Fire District Impact

The intent of the proposed annexation and rezoning is to develop the property with residential and recreational uses in accordance with the Bennett R-2 Mid Density Residential District. At this point in time, it is not possible to determine the impact of the future development of the property to the Fire District. However, the owner/developer will work closely with the Town and the Fire District to follow and comply with current adopted Bennett Municipal Code requirements for impact fees, land dedication and/or cash-in-lieu of dedication requirements during the future entitlement process including Sketch Plan, Final Plats and Site Plans.

VI. Annexation Agreement

Although all the details of an annexation agreement between the Town and the owner/developer have not yet been negotiated, the Town of Bennett's form annexation agreement is attached as Exhibit E.

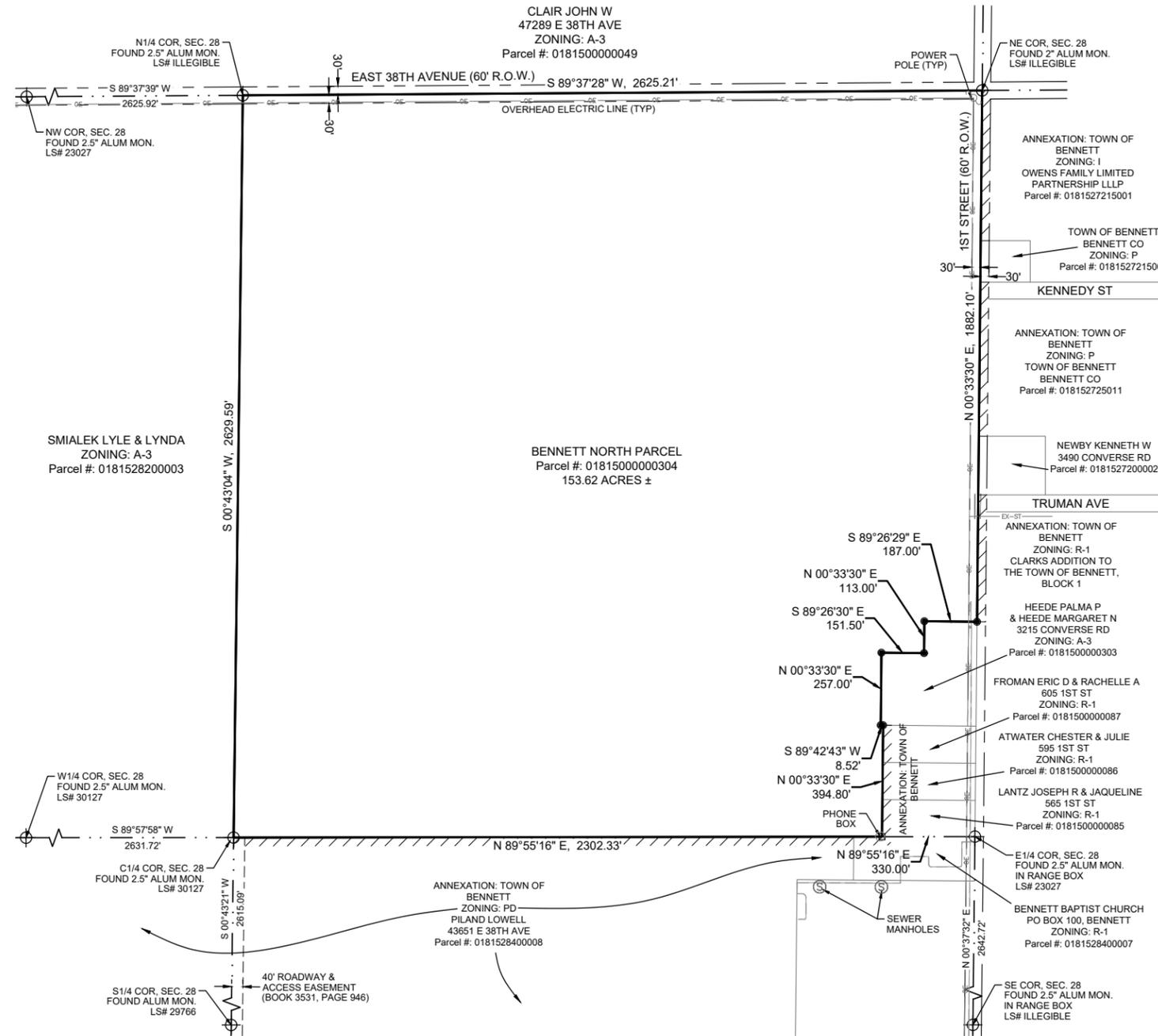
VII. EXHIBITS

- A. Annexation Map
- B. Proposed Zoning Map
- C. Town of Bennet Draft Future Land Use Plan
- D. Municipal Boundaries and Infrastructure
- E. Annexation Agreement Town Template

BENNETT NORTH ANNEXATION

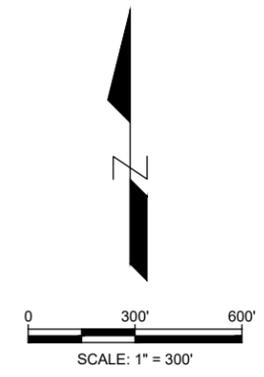
TOWN OF BENNETT, COLORADO

A PARCEL OF LAND LOCATED IN THE NE1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO



LEGEND:

| | |
|----------------------------|--|
| TOWN OF BENNETT BOUNDARY | |
| BOUNDARY OF ANNEXATION | |
| ADJOINING PROPERTY LINE | |
| EXISTING OVERHEAD ELECTRIC | |
| EXISTING STORM PIPE | |



| | | | |
|--|---|--|--|
| | 6 Inverness Ct. E. Suite, 125 Englewood, CO 80112 303.925.0544 T 303.925.0547 F www.2ncivil.com | MGV INVESTMENTS, LLC PO BOX 4701 ENGLEWOOD, CO 80155 | ISSUED DATE: 9/6/21 PROJECT NUMBER: 21012 |
| | | | SHEET 2 OF 2 |

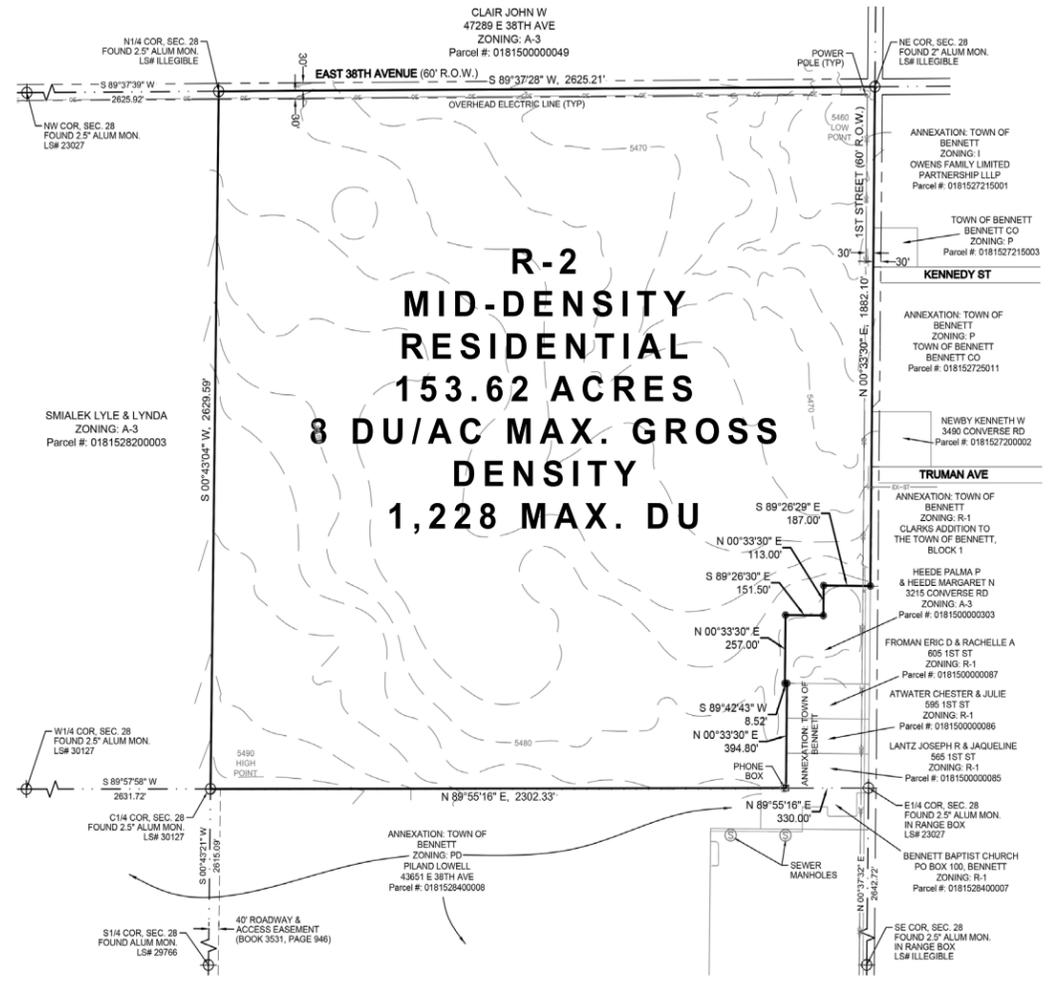
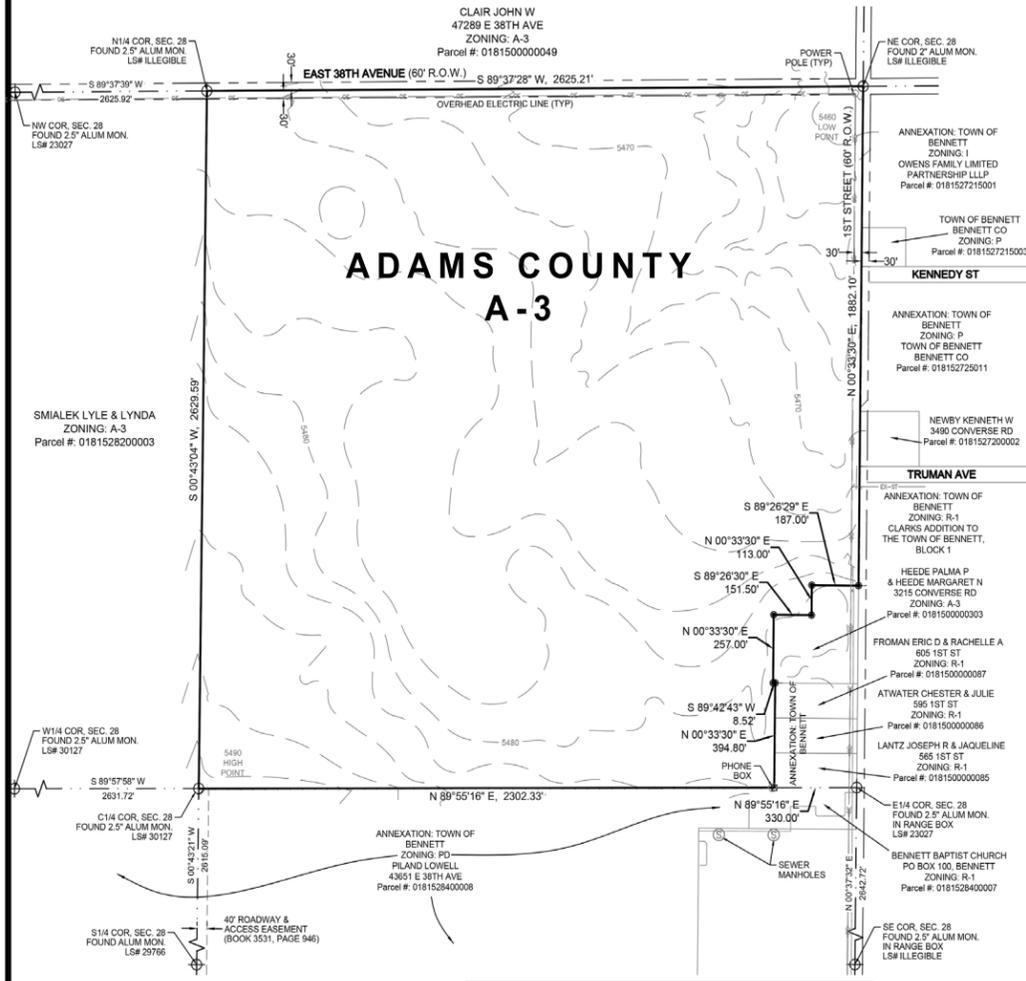
EXHIBIT A - ANNEXATION MAP

ZONING AMENDMENT BENNETT NORTH TOWN OF BENNETT, COLORADO

A PARCEL OF LAND LOCATED IN THE NE1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

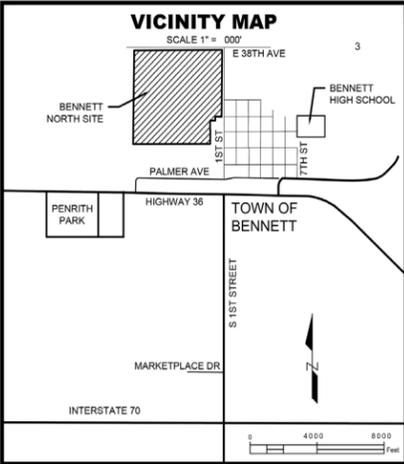
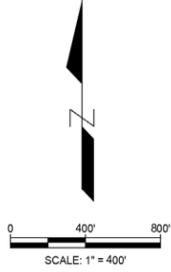
EXISTING ZONING

PROPOSED ZONING



LEGEND:

- BOUNDARY OF PROPERTY _____
- ADJOINING PROPERTY LINE _____
- EXISTING OVERHEAD ELECTRIC _____
- EXISTING STORM PIPE _____



PROPERTY DESCRIPTION:

THE NE1/4 SECTION 28, TOWNSHIP 3, RANGE 63,
EXCEPT THREE ACRES IN THE SE1/4 OF THE NE1/4 OF SAID SECTION 28 DESCRIBED AS:
BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4; THENCE NORTH 396'; THENCE WEST 330';
THENCE SOUTH 396'; THENCE EAST 330' TO THE POINT OF BEGINNING.
AND EXCEPT A PARCEL OF LAND SITUATED IN THE NE1/4 OF SAID SECTION 28 DESCRIBED AS:
BEGINNING AT A POINT 396.0' N00°01'E OF THE SE CORNER OF THE NE1/4 OF SAID SECTION 28; THENCE
N00°01'E A DISTANCE OF 365.0'; THENCE N89°59'W A DISTANCE OF 187.0'; THENCE S00°01'W A DISTANCE
OF 113.0'; THENCE N89°59'W A DISTANCE OF 151.5 FEET; THENCE S00°01'W A DISTANCE OF 257.0';
THENCE N89°10'13"E A DISTANCE OF 338.5', MORE OR LESS, TO POINT OF BEGINNING.
ABOVE PARCEL OF LAND INCLUDES 153.62 ACRES MORE OR LESS.

henry design group
Landscape Architecture • Planning • Entitlements

2N CIVIL
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Englewood, CO 80112
303.925.0544 T
303.925.0544 F
www.2ncivil.com

MGV INVESTMENTS, LLC
PO BOX 4701
ENGLEWOOD, CO 80155

| | |
|-----------------|--|
| ISSUED DATE: | |
| PROJECT NUMBER: | |
| SHEET 1 OF 1 | |

Figure 4: Town Centre Land Use Concept Plan

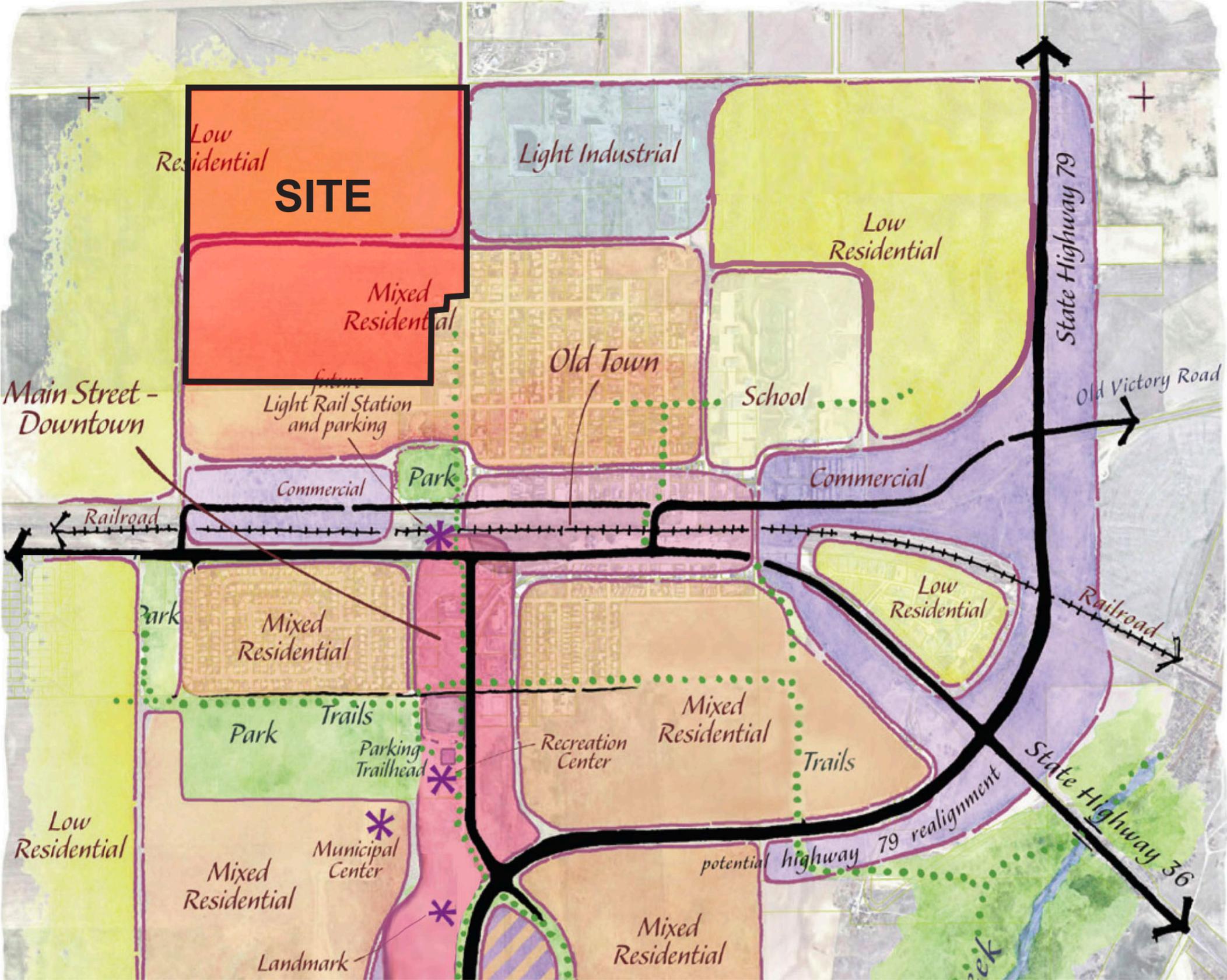


EXHIBIT C - TOWN FUTURE LAND USE PLAN

EXHIBIT E – ANNEXATION AGREEMENT TEMPLATE

ANNEXATION AGREEMENT

(Standard Form)

THIS AGREEMENT is made and entered into this _____ day of _____, 20 __, by and between _____, hereinafter referred to as _____ or “Owner,” and the TOWN OF BENNETT, a municipal corporation of the State of Colorado, hereinafter referred to as “Bennett” or “Town.”

WITNESSETH:

WHEREAS, the Owner desires to annex to Bennett the property more particularly described on Exhibit “A,” which is attached hereto, incorporated herein, and made a part hereof, excluding public streets, and alleys and any land owned by the Town, (such property is hereinafter referred to as the “Property”); and

WHEREAS, Owner has executed a petition to annex the Property, a copy of which petition is on file with the Town Clerk; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Agreement; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the Town of Bennett, as they may be amended from time to time; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for ways and easements to Bennett as contemplated in this Agreement, are directly related to and generated by development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.
2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in

the Bennett Municipal Code, Comprehensive Plan, other development regulations adopted by the Town, and the Municipal Annexation Act of 1965, as amended, C.R.S. § 31-12-101 et seq.

3. Further Acts. Owner agrees to execute, promptly upon request of Bennett, any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon request of Bennett.

4. Annexation Documents. Owner agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, and reports determined by Bennett to be necessary to accomplish the annexation. Owner shall prepare the annexation impact report if required by law, which shall be distributed at Owner's expense.

5. Action on Annexation Petition. Bennett shall act upon the annexation petition within six months of the date of filing thereof with the Town Clerk, unless Owner consents to later action.

6. Zoning and Development. The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning requested and that the granting of such zoning by the Town of Bennett is a condition to annexation of the Property. Owner shall take all action necessary to permit zoning by Bennett of the annexed Property within the time prescribed by state statutes.

7. Dedications. Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the Town, ten percent of the territory to be annexed for public parks, trails, open space, public facilities or recreational purpose or pay an equivalent fee in lieu of dedication, in addition to easements and rights-of-way for streets and other public ways and for other public purposes, as required by Town ordinances and resolutions. Such dedications shall occur immediately upon request of the Town except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the Town specifies another time.

8. Public Improvements. Owner agrees to design, improve, and provide signage, lighting, and signalization for, all public streets and other public ways within or adjacent to the Property in accordance with Town ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by Town ordinances and resolutions; to guarantee construction of all required improvements by providing an improvements guarantee as required by the Town's ordinances and resolutions; and, if requested by the Town, to dedicate to the Town any or all other required improvements. If requested by the Town, Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development of the Property.

9. Improvement Districts. If requested by Bennett, Owner agrees to include the Property in one or more special improvement districts or other mechanisms established by Bennett for making

improvements to streets and other public ways, or for making other public improvements authorized by law, and Owner hereby appoints the Town Clerk of Bennett as Owner's attorney-in-fact for the purpose of executing all documents determined by Bennett to be necessary for such inclusion. If requested by Owner, Bennett agrees to consider the establishment of one or more special improvement districts for making such improvements.

10. Special District Inclusion. As a condition of annexation, Owner shall apply for inclusion of the Property within the Bennett Fire Protection District No. 7 and the Bennett Parks and Recreation (if the Property is not yet within one or more of these districts), and any other special districts as determined by the Town.

11. Special District Exclusion. As a condition of annexation, Owner shall petition for exclusion of the Property from any special districts as determined by the Town.

12. Conformity with Laws. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that Owner shall comply with, all Town ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets and flood control.

13. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

14. Disconnection. No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement, other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, Bennett shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

15. Severability. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

16. Municipal Services. Bennett agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the Town.

17. Water Dedication. Concurrently with the execution of this Agreement, Owner shall dedicate to the Town, by Special Warranty Deed, free and clear of all liens and encumbrances, all right, title and interest in and to all water, water rights and ground water rights associated with the

Property, including but not limited to any and all rights, whether vested, conditional or inchoate, to tributary, nontributary and not-nontributary groundwater and surface water, decreed and undeclared water rights, and return flows appertaining thereto, and the right to use all water in the Denver, Upper Arapahoe, Lower Arapahoe and the Laramie-Fox Hills Aquifers, including those provided for in determinations of water rights for the Property by the Colorado Ground Water Commission. Such transfers shall also include approved Replacement Plans by the Ground Water Commission as necessary to allow the ability to pump the not-nontributary ground water included with the dedication. Owner specifically represents that the water rights set forth in such determinations, copies of which are attached hereto as Exhibit "B" and incorporated herein by reference, are owned by Owner and that Owner has the full power and authority to convey such rights to the Town free and clear of all liens and encumbrances. Owner agrees that conveyance of such water rights is a condition of annexation of the Property and that the Town may withhold approval or recording of the annexation or any proposed development of the Property if such water rights are not conveyed to the Town in the manner and form required by this Section 16. Owner shall be responsible for and shall pay or reimburse the Town for any and all costs and fees, including attorney fees, incurred by the Town, in applying for and obtaining a determination of water rights and/or decrees, in obtaining all necessary water permits and in adjudicating or appropriating the water rights referenced in the Agreement.

18. Owners' Association. Upon the request of the Town, or if otherwise required by state law, Owner shall organize an appropriate owners' association or associations for given parcels and/or unit types within the development of the Property. Owner shall form any such association(s) pursuant to the Colorado Common Interest Ownership Act (the "Act"), C.R.S. § 38-33.3-101, *et seq.* The Owner shall also execute and record covenants and instruments of conveyance that comply with the Act and which adequately provide for continuous ownership, operation, maintenance, repair and replacement of common elements of the development, including but not limited to any private roads, private common areas, private facilities, and public or private open space. At least thirty (30) days prior to recording any covenants or instruments of conveyance to the association(s), Owner shall provide such documents to the Town for review and comment. It is anticipated that ownership and/or maintenance responsibilities for certain common elements (such as, by way of example and not limitation, entry features, park or recreational tracks, and drainage facilities) may be assigned to such associations, and that such arrangement will be as determined at the time of subdivision or final development plan approval for given parcels and/or unit types within the development of the Property.

19. Development Impact Fees; Water and Sewer Development Fees. Owner acknowledges that it is the Town's policy to require "growth to pay its own way" and Owner agrees to pay all water and sewer development fees and development impact fees as set forth in the Bennett Municipal Code, including fees as may be in effect at the time application is made for any building permit. Owner shall post such fee and expense deposits as may be required and agrees to reimburse the Town for all costs of this annexation and development of the Property, including, but not limited to, planning fees, inspection costs, engineering fees, attorney fees, publication costs, recording fees, and all other costs specifically attributable to annexation and development of the Property. Nothing in this agreement shall prevent the Town from requiring the payment of fees or impact fees at the time of final plat approval if such funds are necessary for

construction of infrastructure, either by the Town or another entity, prior to issuance of building permits. The Town may withhold building permits, certificates of occupancy and other services if all such fees are not timely paid. The Town may also file liens on the Property if the fees contemplated by this agreement are not timely paid or required improvements are not timely constructed.

20. No Vested Rights. Neither annexation of the Property nor this agreement creates any vested rights. The fact that the Property has been annexed by the Town shall not create or form the basis of any claim by Owner of detrimental reliance or prevent the Town from modifying its development regulations or fees after execution of this agreement. Vested rights shall be acquired only by compliance with C.R.S. § 24-68-101 and approval by the Town of a site specific development plan for the Property.

21. Future Cooperation. The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.

22. Amendment. This Agreement may be amended by the Town and any Owner without the consent of any other Owner as long as such amendment affects only that Owner's portion of the Property. Such amendments shall be in writing, shall be recorded with the County Clerk of the county wherein the Property is located, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all parties hereto.

23. Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

24. Indemnification. Owner agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the Town in order to effectuate the annexation of the Property, or which are in any manner connected with Bennett's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the Town's option to pay the attorney fees for defense counsel of the Town's choice for, any such liability, claims, or demands.

25. Owner. As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

and exclusive right of Owner with respect to such exercise of discretion shall be the withdrawal of the petition for annexation by the Owner, or disconnection from the Town in accordance with state law, as may be appropriate.

32. No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto, and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

33. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the District Court of the county wherein the Property is located.

34. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

35. No Warranties by Town. The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Board, that this Agreement will be complied with. However, because some of the provisions of this Agreement may involve areas of legal uncertainty, the Town makes no representation as to the validity or enforceability of this Agreement against the Town, and by entering into this Agreement the Owner acknowledges and accepts that no such warranty is made on the part of the Town.

OWNER

By: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this _____ day of _____, _____.

Witness my hand and official seal.

My commission expires on: _____.

(SEAL)

TOWN OF BENNETT

By: _____
Mayor

ATTEST:

Town Clerk

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

BENNETT NORTH - PROPERTY DESCRIPTION

THE NE1/4 SECTION 28, TOWNSHIP 3, RANGE 63,

EXCEPT THREE ACRES IN THE SE1/4 OF THE NE1/4 OF SAID SECTION 28
DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4; THENCE NORTH 396';
THENCE WEST 330'; THENCE SOUTH 396'; THENCE EAST 330' TO THE POINT OF
BEGINNING.

AND EXCEPT A PARCEL OF LAND SITUATED IN THE NE1/4 OF SAID SECTION 28
DESCRIBED AS:

BEGINNING AT A POINT 396.0' N00°01'E OF THE SE CORNER OF THE NE1/4 OF SAID
SECTION 28; THENCE N00°01E A DISTANCE OF 365.0'; THENCE N89°59'W A
DISTANCE OF 187.0'; THENCE S00°01'W A DISTANCE OF 113.0'; THENCE N89°59'W A
DISTANCE OF 151.5 FEET; THENCE S00°01'W A DISTANCE OF 257.0'; THENCE
N89°10'13"E A DISTANCE OF 338.5', MORE OR LESS, TO POINT OF BEGINNING.

ABOVE PARCEL OF LAND INCLUDES 153.62 ACRES MORE OR LESS.

EXHIBIT B

WATER RIGHTS

[Note: Add copies of water rights determinations or table listing water rights to be conveyed at the time of annexation]



Mundell

Report Date: 4/25/2018

Bedrock Aquifer Evaluation Determination Tool

Denver Basin Aquifer - Specific Location Determination Tool

Applicant: g

Receipt No:

Evaluated By:

Location: NE 1/4 of NE 1/4 of Sec. 28, T.3S, R.63W. (1300 NSL, 1300 ESL)

Basin Designation: Location is within the LOST CREEK Designated Ground Water Basin.

Ground Surface Elevation: 5500 Feet **Number of Acres:** 150

| Aquifer | Elevation (ft) | | Net Sand | DEPTH (ft) | | ANNUAL APRPROP. (A-F) | STATUS |
|-------------------|----------------|------|----------|------------|------|-----------------------|--------|
| | Bot | Top | | Bot | Top | | |
| Upper Dawson | -- | -- | -- | -- | -- | -- | -- |
| Lower Dawson | -- | -- | -- | -- | -- | -- | -- |
| Denver | 5064 | 5347 | 132.5 | 436 | 153 | 33.78 | NNT |
| Upper Arapahoe | 4794 | 5027 | 142.5 | 706 | 473 | 36.33 | NT |
| Lower Arapahoe | 4522 | 4719 | 48.5 | 978 | 781 | 12.36 | NT |
| Laramie-Fox Hills | 3910 | 4162 | 122.5 | 1590 | 1338 | 27.56 | NT |

NOTE: 'E' indicates a location is at an aquifer boundary and the values may be more approximate.

Elevation of the bottom and the depth to the bottom of the Upper Arapahoe aquifer are approximate and should be checked against the DENVER BASIN ATLAS NO. 3.

1889 York Street
Denver, CO 80206
(303) 333-1105
FAX (303) 333-1107
E-mail: lsc@lscdenver.com



October 22, 2021

Mr. John Vitella
MGV 36 South Land Investments, LLC
PO Box 4701
Greenwood Village, CO 80155

Re: Bennett North
Bennett, CO
LSC #210770

Dear Mr. Vitella:

In response to your request, LSC Transportation Consultants, Inc. has prepared this Traffic Memorandum for the proposed Bennett North development. As shown on Figure 1, the site is located south of E. 38th Avenue and west of N. Converse Road in Bennett, Colorado.

REPORT CONTENTS

The report contains the following: the site location and conceptual bubble plan; the typical weekday site-generated traffic volume projections for the site; the proposed roadway network in the vicinity of the site; and the directional distribution of the projected traffic volumes to the area roadways. Town feedback on this memorandum will be used to develop a full Master TIA for the site.

LAND USE AND ACCESS

The site is proposed to be annexed to the Town and zoned R-2 Mid-Density Residential, and is estimated to yield a maximum of up to 1,228 single-family dwelling units. Access is proposed to E. 38th Avenue and N. Converse Road with future connections to the west and south as shown in the conceptual site plan in Figure 2.

ROADWAY AND TRAFFIC CONDITIONS

Area Roadways

The major roadways in the site's vicinity are shown on Figure 1 and are described below.

- **E. 38th Avenue** is an east-west, two-lane roadway north of the site. The intersection with N. Converse Road is stop-sign controlled. It will eventually be paved east to SH 79.

- **N. Converse Road** is a north-south, two-lane local roadway east of the site. The intersection with E. 38th Avenue is stop-sign controlled. The posted speed limit in the vicinity of the site is 35 mph.

TRIP GENERATION

Table 1 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for the proposed site based on the rates from *Trip Generation, 11th Edition, 2021* by the Institute of Transportation Engineers (ITE).

The site is projected to generate about 11,580 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 223 vehicles would enter and about 636 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 727 vehicles would enter and about 427 vehicles would exit.

PROPOSED ROADWAY NETWORK

Figure 3 shows the proposed roadway network in the vicinity of the site.

TRIP DISTRIBUTION

Figure 4 shows the estimated directional distribution of the site-generated traffic volumes on the area roadways. The estimates were based on the location of the site with respect to the regional population, employment, and activity centers; and the site’s proposed land use.

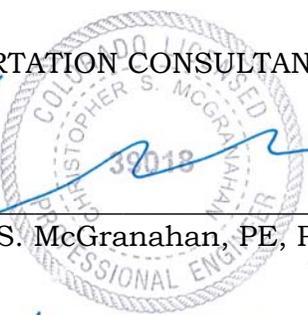
* * * * *

We trust our findings will assist you in gaining approval of the proposed Bennett North development. Please contact me if you have any questions or need further assistance.

Sincerely,

LSC TRANSPORTATION CONSULTANTS, INC.

By 
 Christopher S. McGranahan, PE, PTOE
 Principal



CSM/wc

10-22-21

Enclosures: Table 1
Figures 1 - 4

Table 1
ESTIMATED TRAFFIC GENERATION
Bennett North
Bennett, CO
LSC #210770; October, 2021

| Trip Generating Category | Quantity | Trip Generation Rates ⁽¹⁾ | | | | | Total Trips Generated | | | | |
|--------------------------------------|-------------------------|--------------------------------------|-----------------|------------------|-----------------|-----------------|-----------------------|------------------|-----------------|------------------|-----|
| | | Average Weekday | AM Peak-Hour In | PM Peak-Hour Out | PM Peak-Hour In | Average Weekday | AM Peak-Hour In | PM Peak-Hour Out | PM Peak-Hour In | PM Peak-Hour Out | |
| CURRENTLY PROPOSED LAND USE | | | | | | | | | | | |
| Single Family Housing ⁽²⁾ | 1,228 DU ⁽³⁾ | 9.43 | 0.182 | 0.518 | 0.592 | 0.348 | 11,580 | 223 | 636 | 727 | 427 |

Notes:

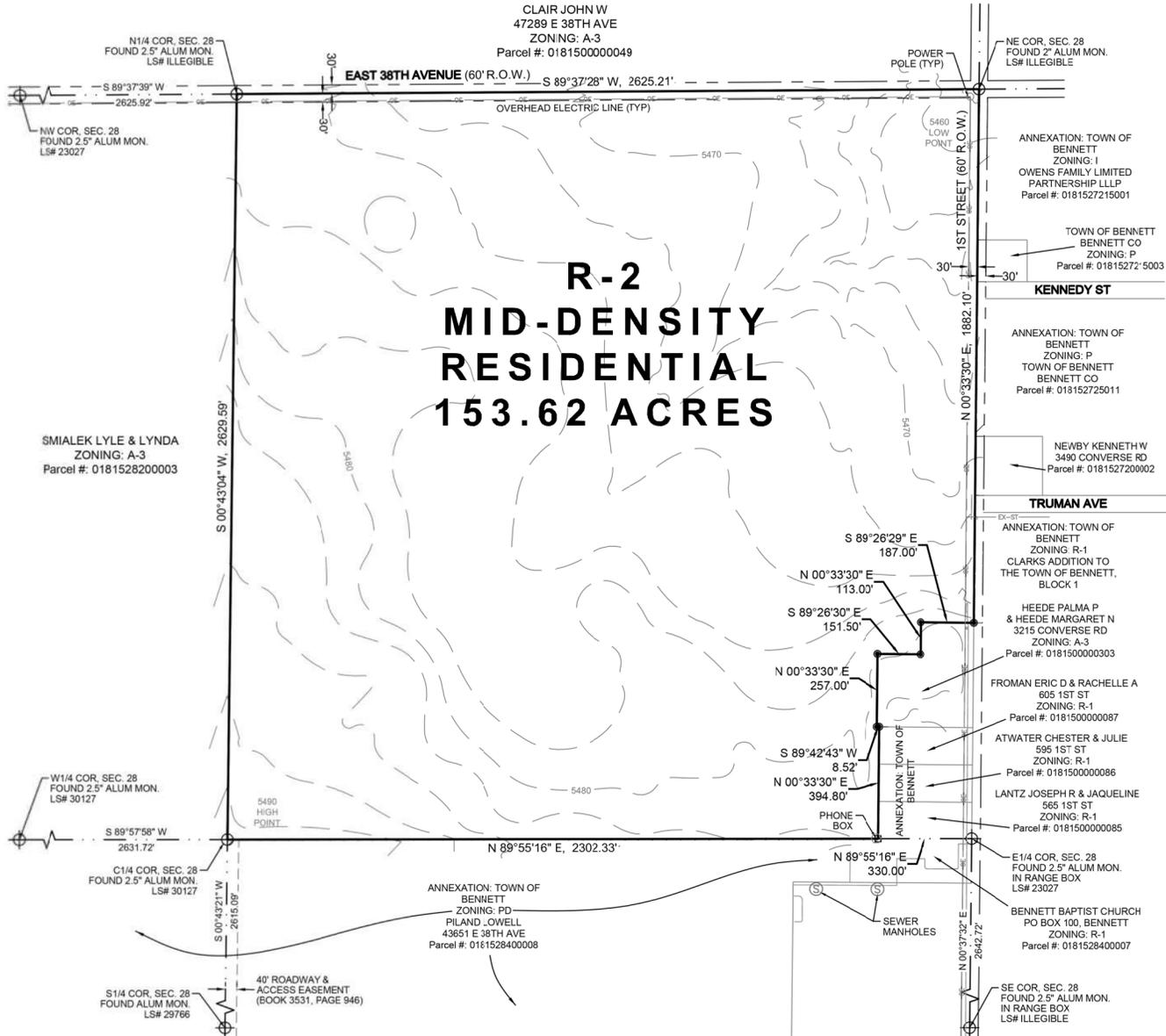
- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition, 2021
- (2) ITE Land Use No. 210 - Single-Family Detached Housing
- (3) DU = dwelling units



Figure 1

Vicinity Map

Bennett North (LSC #210770)



Approximate Scale
 Scale: NTS

Figure 2
Site Plan
 Bennett North (LSC #210770)



Proposed RR Crossing

Existing RR Crossing to be Closed

North Arrow
 Approximate Scale
 Scale: 1"=1,200'

Figure 3

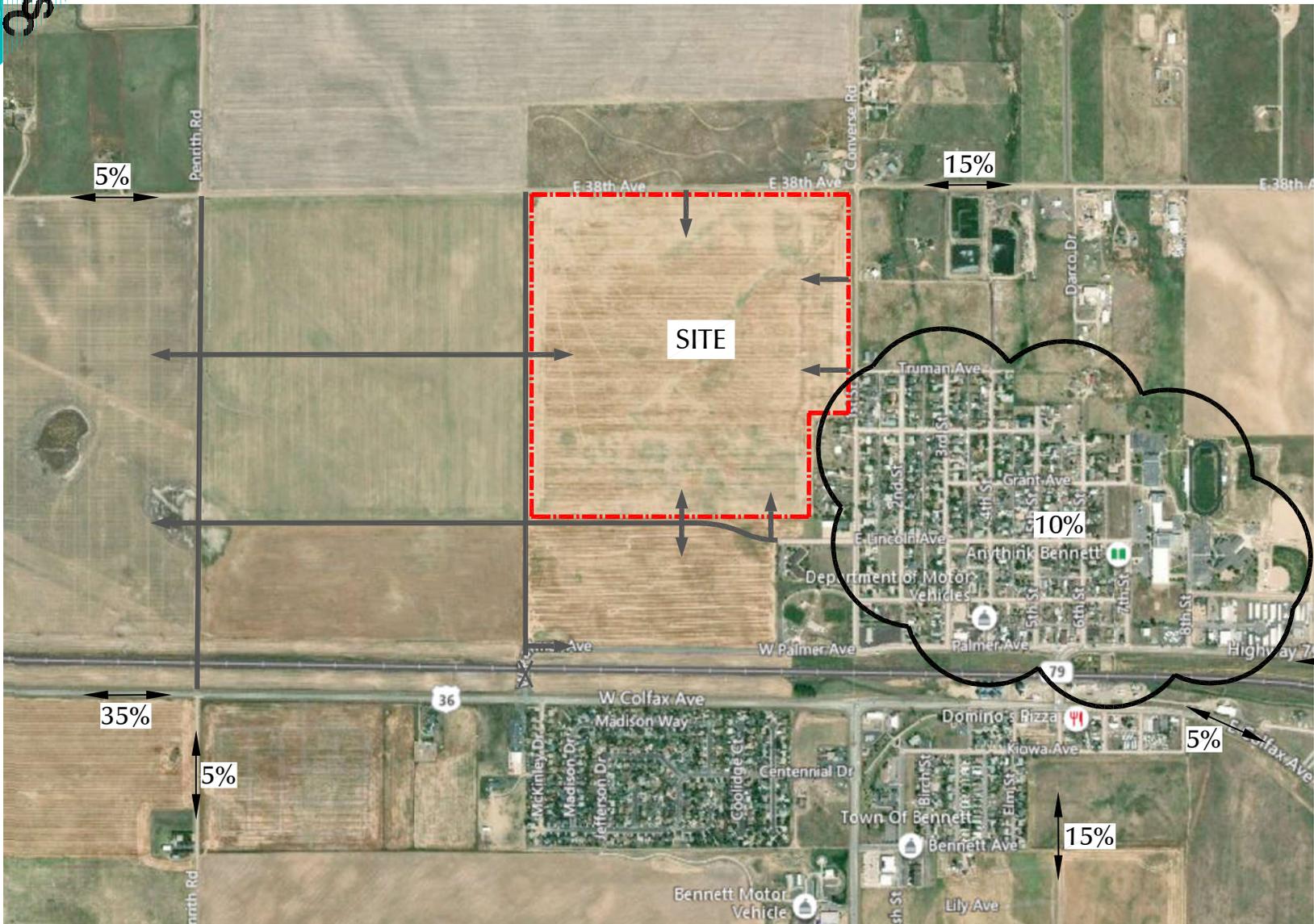
Proposed Roadway Network

Bennett North (LSC #210770)

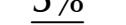
TRANSPORTATION SOLUTIONS, INC.



Approximate Scale
Scale: 1"=1,200'



LEGEND:

 = Short-Term Percent Directional Distribution
 = Long-Term Percent Directional Distribution

Directional Distribution of Site-Generated Traffic

Bennett North (LSC #210770)



Engineering Review Memo

To: Stephen Hebert, AICP, Bennett Planning & Economic Development Manager
From: Dan Giroux, PE, Engineering Consultant to the Town
Date: Monday, February 21, 2022
Case: Mundell Annexation and Initial Zoning to R-2 / Cases 22.01 and 22.02
Subject: Engineering Review

Per the request of the Town of Bennett, Terramax, Inc. has reviewed the application materials for the proposed Mundell Annexation and Initial Zoning to R-2. This review does not relieve the applicant from meeting the Town's requirement that the development comply with all Town Codes and Standards.

I have the following comments to offer on the Mundell Annexation and Initial Zoning to R-2 materials:

Water Supply

- The property and potential development on the property would be subject to the Town of Bennett's raw water supply guidelines and requirements, including governing development impact fees, and groundwater rights credits or reimbursement policies.
- The property development will require the support of additional groundwater well development, either on the property itself, or on adjacent properties, depending on future Town well spacing, for production and efficiency, as well as other areas and properties potentially served.
- More information would be developed as the property makes its way through next steps of technical analysis and detail, should the Town view the Annexation & Zoning application favorably.

Water Distribution System

- The property is adjacent to existing Town water distribution mains to the immediate northeast, at Converse Road-First Street, and southeast, at West Lincoln Avenue.
- Both adjacent water distribution mains are within the Town of Bennett "north zone", lower pressure zone, so both can be connected.
- Connections to both mains is desired for greatest independent redundancy of Town water delivery to potential development on the property.
- The property development will require the support of additional water storage tank capacity, either on the property itself, or on adjacent properties, depending on future Town water storage tank spacing, for maximum water service efficiency and benefit, as well as other areas and properties potentially served.

Sanitary Sewer System / Wastewater Treatment

- The property is near an existing 8-inch Truman Avenue sanitary sewer main, existing 12-inch First Street sanitary sewer main, and existing 8-inch West Lincoln Avenue sanitary sewer main.
- Although capacity in these existing sanitary sewer mains may allow for minor early-start/early-phase development of parts of the Mundell property, it is expected that the great majority of the

property will require service by means of an "East 38th Avenue" collection main, which would conceptually be a portion of the Town's "Western Sanitary Sewer Bypass" project.

- The Western Sanitary Sewer Bypass project is envisioned to proceed west from the Town's existing Water Reclamation Facility (WRF) along E 38th Avenue, providing gravity sanitary sewer service to significant areas west of First Street, including the Mundell property.
- Development of the Mundell property with the proposed Zoning will require expansion of the Town's Water Reclamation Facility at East 38th Avenue.
 - The Town is currently conducting detailed technical studies for expansion of the existing WRF to support additional development, while also addressing improved effluent water quality, and especially treatment to quality levels supporting highly flexible and robust reuse water programs.
- The Mundell development would support the WRF expansion via Wastewater Development Impact Fees.
 - These Fees are evaluated regularly by Town Staff, and reviewed with the Town Board of Trustees, to ensure the Town is collecting appropriate development fees to support required WRF expansion and upgrades.

Access

- The property is immediately adjacent to East 38th Avenue within Adams County, and Converse Road, which is currently shared jurisdiction with Adams County, including shared maintenance responsibilities, managed via Intergovernmental Agreement.
- The Town should consider and evaluate the prior success and benefit of the split-jurisdiction rights-of-way annexation with Adams County, and whether annexation of the full right-of-way for adjacent roads is more desirable and practical.
- Road system access, improvements, connections and traffic impact management will be the subject of significant detailed technical analysis, proposals and design as the property goes through ensuing entitlement review, including Sketch Plan and Subdivision, should the Town view the Annexation & Zoning application favorably.

Stormwater Management

- The property incorporates a local area drainageway from the south, generally draining off-site properties, and this property, north to East 38th Avenue, and beyond.
- Stormwater management for the property and potential development on the property will be attention-worthy, to even challenging, due to low-lying flat areas on-site discharging into slow-draining stormwater outfalls to the north.
- The stormwater management challenges are advisory only at this point, and will need to be considered and answered through potential property development concepts and design.
- It is anticipated that these stormwater challenges can be addressed for potential development on the property.

Steve, this concludes my engineering review of the application materials for the proposed Mundell Annexation and Initial Zoning to R-2 by the applicant. Please let me know if you have any questions, or require additional information pertaining to the submitted information, or my review.



Bennett-Watkins Fire Rescue

District Office: 303-644-3572 Fax: 303-644-3401

355 4th Street, Bennett, CO 80102

Email: LifeSafety@BennettFireRescue.org

"Striving to Preserve Life and Property"

February 15th, 2022

Steve Hebert
Town Planner
Town of Bennett
Re: Mundell Annexation – Case 22.01

Planner Hebert,

In regards to the submission for Mundell Annexation – Case 22.01, Bennett-Watkins Fire Rescue (BWFR) has the following comments and considerations:

- BWFR has no objections to the proposed annexation case.
- The property identified in the annexation case is already included within the legal boundaries of Bennett Fire Protection District and is eligible to receive services provided by the District.
- The developer shall confer with Bennett Fire Protection District and ensure that the proposed development conforms to adopted (IFC) fire code standards.
- The developer shall ensure the proposed municipal water systems pertaining to hydrant distribution fire suppression is adequate to protect the proposed development as well as meet design expectations of both the Town of Bennett as well as Bennett-Watkins Fire Rescue. Considerations for design requirement shall include adopted codes and standards as well as ISO distribution and fire flow requirements.
- It is recommended that the developer work directly with Bennett-Watkins Fire Rescue, ISO, and Town of Bennett Staff to provide and review information pertaining to the needed fire flows for the proposed development. This information should be vetted against International Fire Code Requirements as well as ISO requirements. It is also likely that this information will also be required by the Town to include for hydraulic system modeling.
- Areas of the development that include wildland-urban interface, greenbelts, or other open space areas are of particular concern for the Fire District. BWFR is interested in working with the developer to ensure that adequate access is provided to these areas should there be a need for vehicle access for wildfire suppression. As each development is unique, it is recommended that the developer work directly with BWFR to examine these interface areas and determine what access and service needs exist.
- Development access requirements are based on the adopted fire code applicable to the development. Two BWFR approved access points are required after the 30th dwelling unit is constructed. These access points are required to follow the remoteness guidelines, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. The only exception to this requirement is if all dwelling units are constructed with approved automatic sprinkler systems and approved by BWFR.

- BWFR will incur unmet capital costs associated with new development. To address the needs of this unmet capital cost, BWFR has partnered with the Town to enact a development fee policy which establishes fees due for all new types of development. It is likely that fees will apply to the new proposed development. If the developer has additional questions or concerns regarding Fire District development fees or policies, they can contact the District Office at 303-644-3572.

Thank You

A handwritten signature in black ink, appearing to read 'Caleb J. Connor', with a long horizontal flourish extending to the right.

Caleb J. Connor
Fire Marshal
Life Safety Division
Bennett-Watkins Fire Rescue
303-644-3572 - Headquarters / 720-893-7672 - Direct
www.BennettFireRescue.org



Steve Hebert <shebert@bennett.co.us>

RE: Mundell/Bennett North Annexation AND Rezoning Clarification

1 message

Brooks Kaufman <BKaufman@core.coop>
To: Steve Hebert <shebert@bennett.co.us>

Wed, Feb 16, 2022 at 6:52 AM

Dear Steve

CORE Electric Cooperative has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, and service requirements. We are advising you of the following concerns and comments:

CORE Electric Cooperative is requesting the Town of Bennett notify the undersigned after approval of the proposed annexation has been finalized. This notification will allow our mapping department to make the necessary changes to keep our mapping system and Town of Bennett franchise agreement updated.

CORE Electric Cooperative will request easements at the time of platting and site development plan. In addition the applicant will be required to extend two underground electrical feeders for the development from the existing Victory Substation located at 56th and Converse.

Respectfully

Brooks Kaufman

Lands and Rights of Way Manager

800.332.9540 MAIN

720.733.5493 DIRECT

303.912.0765 MOBILE

www.core.coop.





From: Steve Hebert <shebert@bennett.co.us>
Sent: Wednesday, January 26, 2022 3:20 PM
To: Brooks Kaufman <BKaufman@core.coop>
Cc: Town of Bennett Planning <planning@bennett.co.us>; LBajelan@adcogov.org; ksmalley@adcogov.org; United States Postal Service <sarah.e.zawatzki@usps.gov>; Bennett School District 29J ATTN: Robin Purdy <robinp@bsd29j.com>; Bennett School District 29J: ATTN: Jennifer West <jenniferw@bsd29j.com>; Bennett School District 29J: ATTN: Keith Yaich <keithy@bsd29j.com>; Robin Price <rprice@bennett.co.us>; Daymon Johnson <djohnson@bennett.co.us>; Bennett Rec District <director@bennettrec.org>; Victoria Flamini <VictoriaFlamini@bennettfirerescue.org>; Bennett Watkins Fire Rescue <calebconnor@bennettfirerescue.org>; GVanderstraten@summitutilitiesinc.com; JGutierrez@summitutilitiesinc.com; Patw@esrta.coop; Regional Economic Advancement Partnership <julio.iturria@i-70reap.com>; Jehn Water Consultants Inc <gburke@jehwater.com>; Melinda Culley <melinda@kellypc.com>; Daniel Giroux <dangiroux@terramax.us>; Heugh, Michael <Michael.Heugh@jacobs.com>
Subject: Mundell/Bennett North Annexation AND Rezoning Clarification

CAUTION:

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sorry for any confusion. There are two separate applications. One is a petition for Annexation of the 153 acres, the other is an application for the Rezoning of the 153 acres from Adams County A-3 zoning to Town of Bennett R-2 zoning. Many of the attachments are the same.

Please feel free to combine your comments into one referral response. For many of you, it may not matter if the property is annexed or not, what might be more significant is the proposed zoning of the property to R-2. Please call or email me with any questions.



Steve Hebert, AICP
Planning & Economic Development Manager
 207 Muegge Way | Bennett CO, 80102
 (303)644-3249 ext. 1030 | shebert@bennett.co.us
townofbennett.colorado.gov

On Wed, Jan 26, 2022 at 3:09 PM Brooks Kaufman <BKaufman@core.coop> wrote:

Is this a duplicate of the referral earlier in the day.

Brooks Kaufman

Lands and Rights of Way Manager

800.332.9540 MAIN

720.733.5493 DIRECT

303.912.0765 MOBILE

www.core.coop.

From: Town of Bennett Planning <planning@bennett.co.us>

Sent: Wednesday, January 26, 2022 3:04 PM

To: LBajelan@adcogov.org; kmalley@adcogov.org; United States Postal Service <sarah.e.zawatzki@usps.gov>; Bennett School District 29J ATTN: Robin Purdy <robinp@bsd29j.com>; Bennett School District 29J: ATTN: Jennifer West <jenniferw@bsd29j.com>; Bennett School District 29J: ATTN: Keith Yaich <keithy@bsd29j.com>; Robin Price <rprice@bennett.co.us>; Daymon Johnson <djohnson@bennett.co.us>; Steve Hebert <shebert@bennett.co.us>; Bennett Rec District <director@bennettrec.org>; Victoria Flamini <VictoriaFlamini@bennettfirerescue.org>; Bennett Watkins Fire Rescue <calebconnor@bennettfirerescue.org>; GVanderstraten@summitutilitiesinc.com; JGutierrez@summitutilitiesinc.com; Patw@esrta.coop; Regional Economic Advancement Partnership <julio.iturreria@i-70reap.com>; Brooks Kaufman <BKaufman@core.coop>; Jehn Water Consultants Inc <gburke@jehnwater.com>; Melinda Culley <melinda@kellypc.com>; Daniel Giroux <dangiroux@terramax.us>; Heugh, Michael <Michael.Heugh@jacobs.com>

Subject: Bennett North (Mundell) Zoning

CAUTION:

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello All,

Below is a Dropbox link to the Bennett North (Mundell) Zoning referral package. We appreciate your review and comments. Please send your comments back via this email address or by mail to Town Hall by February 16, 2022.

<https://www.dropbox.com/sh/0jdza5o237h5rk1/AAB25iJgdkaAGNCDGuXN5S53a?dl=0>

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If you have any questions, please email or call Steve Hebert at shebert@bennett.co.us or the phone number below.



Planning Department
207 Muegge Way | Bennett CO, 80102
(303)644-3249 | planning@bennett.co.us
townofbennett.colorado.gov



Steve Hebert <shebert@bennett.co.us>

Re: Mundell/Bennett North Annexation AND Rezoning Clarification

1 message

Keith Yaich <KeithY@bsd29j.com>
To: Steve Hebert <shebert@bennett.co.us>
Cc: Jennifer West <jenniferw@bsd29j.com>

Tue, Feb 1, 2022 at 12:21 PM

sounds good. we don't have a comment 😊

Keith Yaich
CFO-Treasurer to the Board
[615 7th Street](#)
Bennett, CO 80102
720-810-0584 cell
303-644-3234 ext 8204 office
303-644-4121 fax
GO TIGERS!!!

"It's not wanting to win that makes you a winner; It's refusing to fail."

Peyton Manning

From: Steve Hebert <shebert@bennett.co.us>
Sent: Tuesday, February 1, 2022 12:20 PM
To: Keith Yaich <KeithY@bsd29j.com>
Cc: Jennifer West <jenniferw@bsd29j.com>
Subject: Re: Mundell/Bennett North Annexation AND Rezoning Clarification

Yes, that's correct. It will be at the plat stage you decide if you want land or cash-in-lieu.



Steve Hebert, AICP
Planning & Economic Development Manager
207 Muegge Way | Bennett CO, 80102
(303)644-3249 ext. 1030 | shebert@bennett.co.us
townofbennett.colorado.gov

On Tue, Feb 1, 2022 at 12:01 PM Keith Yaich <KeithY@bsd29j.com> wrote:

Page 121

Just wondering what you may need from us formally. We don't have any issues with rezoning. We just want to make sure we address district needs. Which should be in the plat phase correct?

Keith Yaich
 CFO-Treasurer to the Board
 615 7th Street
 Bennett, CO 80102
 720-810-0584 cell
 303-644-3234 ext 8204 office
 303-644-4121 fax
 GO TIGERS!!!

"It's not wanting to win that makes you a winner; It's refusing to fail."

Peyton Manning

From: Steve Hebert <shebert@bennett.co.us>
Sent: Wednesday, January 26, 2022 6:27 PM
To: Brooks Kaufman <BKaufman@core.coop>
Cc: Town of Bennett Planning <planning@bennett.co.us>; LBajelan@adcogov.org <LBajelan@adcogov.org>; ksmalley@adcogov.org <ksmalley@adcogov.org>; United States Postal Service <sarah.e.zawatzki@usps.gov>; Robin Purdy <robinp@bsd29j.com>; Jennifer West <jenniferw@bsd29j.com>; Keith Yaich <KeithY@bsd29j.com>; Robin Price <rprice@bennett.co.us>; Daymon Johnson <djohnson@bennett.co.us>; Bennett Rec District <director@bennettrec.org>; Victoria Flamini <VictoriaFlamini@bennettfirerescue.org>; Bennett Watkins Fire Rescue <calebconnor@bennettfirerescue.org>; GVanderstraten@summitutilitiesinc.com <GVanderstraten@summitutilitiesinc.com>; JGutierrez@summitutilitiesinc.com <JGutierrez@summitutilitiesinc.com>; Patw@esrta.coop <Patw@esrta.coop>; Regional Economic Advancement Partnership <julio.iturreria@i-70reap.com>; Jehn Water Consultants Inc <gburke@jehnwater.com>; Melinda Culley <melinda@kellypc.com>; Daniel Giroux <dangiroux@terramax.us>; Heugh, Michael <Michael.Heugh@jacobs.com>
Subject: Re: Mundell/Bennett North Annexation AND Rezoning Clarification

Did that help clarify?



Steve Hebert, AICP
 Planning & Economic Development Manager
 207 Muegge Way | Bennett CO, 80102
 (303)644-3249 ext. 1030 | shebert@bennett.co.us
townofbennett.colorado.gov

On Wed, Jan 26, 2022 at 3:20 PM Steve Hebert <shebert@bennett.co.us> wrote:

Sorry for any confusion. There are two separate applications. One is a petition for Annexation of the 153 acres, the other is an application for the Rezoning of the 153 acres from Adams County A-3 zoning to Town of Bennett R-2 zoning. Many of the attachments are the same.

Please feel free to combine your comments into one referral response. For many of you, it may not matter if the property is annexed or not, what might be more significant is the proposed zoning of the property to R-2. Please call or email me with any questions.

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Steve Hebert, AICP
Planning & Economic Development Manager
 207 Muegge Way | Bennett CO, 80102
 (303)644-3249 ext. 1030 | shebert@bennett.co.us
 townofbennett.colorado.gov

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Brooks Kaufman

Lands and Rights of Way Manager

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From: Town of Bennett Planning <planning@bennett.co.us>

Sent: Wednesday, January 26, 2022 3:04 PM

To: LBajelan@adcogov.org; ksmalley@adcogov.org; United States Postal Service <sarah.e.zawatzki@usps.gov>; Bennett School District 29J ATTN: Robin Purdy <robinp@bsd29j.com>; Bennett School District 29J: ATTN: Jennifer West <jenniferw@bsd29j.com>; Bennett School District 29J: ATTN: Keith Yaich <keithy@bsd29j.com>; Robin Price <rprice@bennett.co.us>; Daymon Johnson <djohnson@bennett.co.us>; Steve Hebert <shebert@bennett.co.us>; Bennett Rec District <director@bennettrec.org>; Victoria Flamini <VictoriaFlamini@bennettfirerescue.org>; Bennett Watkins Fire Rescue <calebconnor@bennettfirerescue.org>; GVanderstraten@summitutilitiesinc.com; JGutierrez@summitutilitiesinc.com; Patw@esrta.coop; Regional Economic Advancement Partnership <julio.iturreria@i-70reap.com>; Brooks Kaufman <BKaufman@core.coop>; Jehn Water Consultants Inc <gburke@jehnwater.com>; Melinda Culley <melinda@kellypc.com>; Daniel Giroux <dangiroux@terramax.us>; Heugh, Michael <Michael.Heugh@jacobs.com>

Subject: Bennett North (Mundell) Zoning

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Hello All,

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<https://www.dropbox.com/sh/0jdza5o237h5rk1/AAB25iJgdkaAGNCDGuXN5S53a?dl=0>

If you have any questions, please email or call Steve Hebert at shebert@bennett.co.us or the phone number below.



Planning Department
207 Muegge Way | Bennett CO, 80102
(303)644-3249 | planning@bennett.co.us
townofbennett.colorado.gov



Planning Town Of Bennett <planning@bennett.co.us>

RE: Bennett North (Mundell) Zoning

1 message

Karl Smalley <KSmalley@adcogov.org>
To: Town of Bennett Planning <planning@bennett.co.us>

Wed, Jan 26, 2022 at 7:33 PM

The Adams County Sheriff's Office has no concerns with either project.

Karl Smalley

Commander

From: Town of Bennett Planning <planning@bennett.co.us>
Sent: Wednesday, January 26, 2022 3:04 PM
To: Layla Bajelan <LBajelan@adcogov.org>; Karl Smalley <KSmalley@adcogov.org>; United States Postal Service <sarah.e.zawatzki@usps.gov>; Bennett School District 29J ATTN: Robin Purdy <robinp@bsd29j.com>; Bennett School District 29J: ATTN: Jennifer West <jenniferw@bsd29j.com>; Bennett School District 29J: ATTN: Keith Yaich <keithy@bsd29j.com>; Robin Price <rprice@bennett.co.us>; Daymon Johnson <djohnson@bennett.co.us>; Steve Hebert <shebert@bennett.co.us>; Bennett Rec District <director@bennettrec.org>; Victoria Flamini <VictoriaFlamini@bennettfirerescue.org>; Bennett Watkins Fire Rescue <calebconnor@bennettfirerescue.org>; GVanderstraten@summitutilitiesinc.com; JGutierrez@summitutilitiesinc.com; Patw@esrta.coop; Regional Economic Advancement Partnership <julio.iturreria@i-70reap.com>; Brooks Kaufman <BKaufman@core.coop>; Jehn Water Consultants Inc <gburke@jehnwater.com>; Melinda Culley <melinda@kellypc.com>; Daniel Giroux <dangiroux@terramax.us>; Heugh, Michael <Michael.Heugh@jacobs.com>
Subject: Bennett North (Mundell) Zoning

Please be cautious: This email was sent from outside Adams County

Hello All,

Below is a Dropbox link to the Bennett North (Mundell) Zoning referral package. We appreciate your review and comments. Please send your comments back via this email address or by mail to Town Hall by February 16, 2022.

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If you have any questions, please email or call Steve Hebert at shebert@bennett.co.us or the phone number below.



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207 Muegge Way | Bennett CO, 80102
(303)644-3249 | planning@bennett.co.us
townofbennett.colorado.gov

Page 125



March 2, 2022

Town Of Bennett
Planning Department
207 Muegge Way
Bennett, Colorado 80102

Re: Bennett North (Mundell) Annexation and Rezoning Classification

Thank you for including the Adams County Community and Economic Development Department in the review for Bennett North Annexation and Rezoning Classification. Adams County has reviewed all the attached documents and while the County is not in opposition to the subject request, we would like to provide the following comments:

1. According to the Federal Emergency Management Agency's January 20, 2016 Flood Insurance Rate Map (FIRM Panels #08001C0715H & #08001C0718H), the project site is NOT located within a regulated 100-yr floodplain. No floodplain use permit will be required.
2. Property is NOT in Adams County MS4 Stormwater Permit area. A Stormwater Quality (SWQ) Permit is not required, but a State Permit COR400000 may be required if one (1) acre or more is disturbed. Applicant is responsible for installation and maintenance of Erosion and Sediment Control BMPs. A Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 regarding illicit discharge.
3. Contact CDOT to determine if an Access Permit (issued by CDOT) would be needed due to proximity of proposed annexation to East Colfax Avenue. CDOT requires an Access Permit if the expected traffic volume increases by 20% or more.
4. Contact Mile High Flood District and Adams County prior to development in order to coordinate drainage mitigation.
5. All adjacent roads to the proposed property to be annexed should be annexed as well. Note that East 38th Avenue is a gravel road that may be in need of improvements.

Please do not hesitate to reach out to Adams County with any questions or concerns.

Thanks,

Caio Gajdys, Civil Engineer I
Community and Economic Development
4430 S. Adams County Parkway
Brighton, Colorado 80601
Agajdys@adcogov.org
720.523.6929

RESOLUTION NO. 907-22

A RESOLUTION CONCERNING A PETITION FOR THE ANNEXATION OF PROPERTY TO THE TOWN OF BENNETT, COLORADO, KNOWN AS THE BENNETT NORTH ANNEXATION AND FINDING THE AREA PROPOSED TO BE ANNEXED ELIGIBLE FOR ANNEXATION

WHEREAS, a petition for annexation of property described in Exhibit A attached hereto has been filed with the Board of Trustees of the Town of Bennett; and

WHEREAS, pursuant to state law, the Board of Trustees has held a hearing and desires to adopt by Resolution its findings in regard to the petition and eligibility for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Board of Trustees finds and concludes that:

1. It is desirable and necessary that the territory described in Exhibit A attached hereto and incorporated herein be annexed to the Town of Bennett.
2. The applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met, including without limitation:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Bennett.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Bennett.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Bennett.
 - e. No land within the boundary of the territory proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.
 - f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising

twenty acres or more, and which, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowners.

- g. No annexation proceedings have been commenced for any portion of the territory proposed to be annexed for the annexation of such territory to another municipality.
 - h. The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district.
 - i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the Town of Bennett more than three miles in any direction from any point of the boundary of the Town of Bennett in any one year.
 - j. The territory proposed to be annexed is 154 acres, more or less.
 - k. The Comprehensive Plan adopted by the Town of Bennett shall serve as the plan for the area proposed to be annexed, in accordance with Section 31-12-105(1)(e), C.R.S.
 - l. Any portion of a platted street or alley to be annexed will result in the entire width of the street or alley having been included within and made a part of the Town of Bennett and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed to the Town of Bennett but is not bounded on both sides by the Town of Bennett.
3. Four copies of an annexation map of each of the area proposed to be annexed have been submitted to the Town Board and are on file with the Town.
 4. Upon the annexation ordinance becoming effective, all land within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the Town of Bennett, except that general property taxes of the Town of Bennett, if applicable, shall become effective as of the January 1 next ensuing.
 5. No election for annexation of the area proposed to be annexed has been held in the preceding twelve months, and no election is required under Sections 31-12-107(2) or -112, C.R.S.
 6. No additional terms and conditions are to be imposed other than those set forth in

the annexation petition or otherwise agreed to by all owners, which are not to be considered additional terms and conditions within the meaning of Sections 31-12-107(1)(g), -110(2) or 112, C.R.S.

- 7. The landowners of one hundred percent (100%) of the area proposed to be annexed signed the petition requesting annexation, in compliance with Article II, Section 30 of the Colorado Constitution and Section 31-12-107(1), C.R.S.

Section 2. The Board of Trustees concludes that all statutory requirements have been met, that the proposed annexation is proper under the laws of the State of Colorado and the area proposed to be annexed is eligible for annexation to the Town. The Board of Trustees, acting in its legislative capacity and pursuant to authority granted to it by state law, may adopt one or more ordinances annexing the subject property to the Town of Bennett.

INTRODUCED, READ AND ADOPTED THIS 22nd DAY OF MARCH 2022.

Royce D. Pindell, Mayor

ATTEST:

Taeler Houlberg, Town Clerk Pro Tem

EXHIBIT A - LEGAL DESCRIPTION
Bennett North Annexation

THE NE1/4 SECTION 28, TOWNSHIP 3, RANGE 63,

EXCEPT THREE ACRES IN THE SE1/4 OF THE NE1/4 OF SAID SECTION 28 DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4; THENCE NORTH 396'; THENCE WEST 330'; THENCE SOUTH 396'; THENCE EAST 330' TO THE POINT OF BEGINNING.

AND EXCEPT A PARCEL OF LAND SITUATED IN THE NE1/4 OF SAID SECTION 28 DESCRIBED AS: BEGINNING AT A POINT 396.0' N00°01'E OF THE SE CORNER OF THE NE1/4 OF SAID SECTION 28; THENCE N00°01'E A DISTANCE OF 365.0'; THENCE N89°59'W A DISTANCE OF 187.0'; THENCE S00°01'W A DISTANCE OF 113.0'; THENCE N89°59'W A DISTANCE OF 151.5 FEET; THENCE S00°01'W A DISTANCE OF 257.0'; THENCE N89°10'13"E A DISTANCE OF 338.5', MORE OR LESS, TO POINT OF BEGINNING.

ABOVE PARCEL OF LAND INCLUDES 153.62 ACRES MORE OR LESS.

ORDINANCE NO. 739-22

AN ORDINANCE APPROVING AN ANNEXATION KNOWN AS THE BENNETT NORTH ANNEXATION TO THE TOWN OF BENNETT, COLORADO

WHEREAS, a petition for annexation of certain unincorporated property, to be known as the Bennett North Annexation, and described in Exhibit A attached hereto, has been filed with the Board of Trustees of the Town of Bennett; and

WHEREAS, pursuant to C.R.S. §§ 31-12-108 to -110, the Board of Trustees on March 22, 2022 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of the hearing was published on February 4, 11, 18 and 25, 2022 in the Eastern Colorado News; and

WHEREAS, the Board of Trustees, by resolution, has determined that the petition is in substantial compliance with the applicable laws of the State of Colorado, that the area proposed to be annexed is eligible for annexation, and further has determined that an election is not required, and further found that no additional terms and conditions are to be imposed upon said annexation except any provided for in said petition.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The annexation to the Town of Bennett of the property described in Exhibit A, attached hereto and incorporated herein by this reference, and known as the Bennett North Annexation, is hereby approved and such property is made a part of and annexed to the Town of Bennett.

Section 2. The annexation of said territory is subject to the conditions provided for in the petition for annexation of said property filed with the Town of Bennett.

INTRODUCED, READ, ADOPTED, APPROVED AND ORDERED PUBLISHED BY TITLE ONLY THIS 22nd DAY OF MARCH 2022.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Taeler Houlberg, Town Clerk Pro Tem

EXHIBIT A - LEGAL DESCRIPTION
Bennett North Annexation

THE NE1/4 SECTION 28, TOWNSHIP 3, RANGE 63,

EXCEPT THREE ACRES IN THE SE1/4 OF THE NE1/4 OF SAID SECTION 28 DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4; THENCE NORTH 396'; THENCE WEST 330'; THENCE SOUTH 396'; THENCE EAST 330' TO THE POINT OF BEGINNING.

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ABOVE PARCEL OF LAND INCLUDES 153.62 ACRES MORE OR LESS.

ANNEXATION AGREEMENT

(Bennett North)

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between Marcia L. Mundell, undivided one-third owner; Claude Bennett, undivided one-third owner; Cindy Lou Paynter Trust, undivided one-third of one-third owner; Joy Marie Snider Trust, undivided one-third of one-third owner; and Samuel Ira Mundell Trust, undivided one-third of one-third owner of the property described in **Exhibit A** hereto (the “**Property**”), hereinafter referred to as “Owner,” and the TOWN OF BENNETT, a municipal corporation of the State of Colorado, hereinafter referred to as “Bennett” or “Town.”

WITNESSETH:

WHEREAS, the Owner desires to annex to Bennett the property more particularly described on Exhibit “A,” which is attached hereto, incorporated herein, and made a part hereof, excluding public streets, and alleys and any land owned by the Town, (such property is hereinafter referred to as the “Property”); and

WHEREAS, Owner has executed a petition to annex the Property, a copy of which petition is on file with the Town Clerk; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Agreement; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the Town of Bennett, as they may be amended from time to time; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for ways and easements to Bennett as contemplated in this Agreement, are directly related to and generated by development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Bennett Municipal Code, Comprehensive Plan, other development regulations adopted by the Town, and the Municipal Annexation Act of 1965, as amended, C.R.S. § 31-12-101 et seq.

3. Further Acts. Owner agrees to execute, promptly upon request of Bennett, any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon request of Bennett.

4. Annexation Documents. Owner agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, and reports determined by Bennett to be necessary to accomplish the annexation. Owner shall prepare the annexation impact report if required by law, which shall be distributed at Owner's expense.

5. Action on Annexation Petition. Bennett shall act upon the annexation petition within six months of the date of filing thereof with the Town Clerk, unless Owner consents to later action.

6. Zoning and Development. The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning requested and that the granting of such zoning by the Town of Bennett is a condition to annexation of the Property. Owner shall take all action necessary to permit zoning by Bennett of the annexed Property within the time prescribed by state statutes.

7. Land Dedications. Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the Town, ten percent of the territory to be annexed for public parks, trails, open space, public facilities or recreational purpose or pay an equivalent fee in lieu of dedication, in addition to easements and rights-of-way for streets and other public ways and for other public purposes, as required by Town ordinances and resolutions. Such dedications shall occur immediately upon request of the Town except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the Town specifies another time.

8. Public Improvements. Owner agrees to design, improve, and provide signage, lighting, and signalization for, all public streets and other public ways within or adjacent to the Property in accordance with Town ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by Town ordinances and resolutions; to guarantee construction of all required improvements by providing an improvements guarantee as required by the Town's ordinances and resolutions; and, if requested by the Town, to dedicate to the Town any or all other required improvements. If requested by the Town, Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development of the Property.

9. Improvement Districts. If requested by Bennett, Owner agrees to include the Property in one or more special improvement districts or other mechanisms established by Bennett for making improvements to streets and other public ways, or for making other public improvements authorized by law, and Owner hereby appoints the Town Clerk of Bennett as Owner's attorney-in-fact for the purpose of executing all documents determined by Bennett to be necessary for such inclusion. If requested by Owner, Bennett agrees to consider the establishment of one or more special improvement districts for making such improvements.

10. Special District Inclusion. As a condition of annexation, Owner shall apply for inclusion of the Property within the Bennett Fire Protection District No. 7, Lost Creek Ground Water Management District, Rangeview Library District and the Bennett Parks and Recreation District (if the Property is not yet within one or more of these districts), and any other special districts as determined by the Town.

11. Special District Exclusion. As a condition of annexation, Owner shall petition for exclusion of the Property from any special districts as determined by the Town.

12. Conformity with Laws. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that Owner shall comply with, all Town ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets and flood control.

13. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

14. Disconnection. No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement, other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, Bennett shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

15. Severability. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

16. Municipal Services. Bennett agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the Town.

17. Water Dedication. Concurrently with the execution of this Agreement, Owner shall dedicate to the Town, by Special Warranty Deed, free and clear of all liens and encumbrances, all right, title and interest in and to all water, water rights and ground water rights associated with the Property, including but not limited to any and all rights, whether vested, conditional or inchoate, to tributary, nontributary and not-nontributary groundwater and surface water, decreed and undecreed water rights, and return flows appertaining thereto, and the right to use all water in the Denver, Upper Arapahoe, Lower Arapahoe and the Laramie-Fox Hills Aquifers, whether or not included in determinations of water rights for the Property by the Colorado Ground Water Commission. Such transfers shall also include approved Replacement Plans by the Ground Water Commission as necessary to allow the ability to pump the not-nontributary ground water included with the dedication. Owner specifically represents that the water rights set forth in such determinations, copies of which are attached hereto as Exhibit “B” and incorporated herein by reference, are owned by Owner and that Owner has the full power and authority to convey such rights to the Town free and clear of all liens and encumbrances. Owner agrees that conveyance of such water rights is a condition of annexation of the Property and that the Town may withhold approval or recording of the annexation or any proposed development of the Property if such water rights are not conveyed to the Town in the manner and form required by this Section 16. Owner shall be responsible for and shall pay or reimburse the Town for any and all costs and fees, including attorney fees, incurred by the Town, in applying for and obtaining a determination of water rights or replacement plan and/or decrees, in obtaining all necessary water permits and in adjudicating or appropriating the water rights referenced in the Agreement. Owner shall provide a title opinion addressed to the Town for all water rights and groundwater rights conveyed to the Town by a qualified Colorado attorney in form acceptable to the Town, or the Town may obtain a title opinion from an attorney retained by the Town at Owner’s expense.

18. Owners’ Association. Upon the request of the Town, or if otherwise required by state law, Owner shall organize an appropriate owners’ association or associations for given parcels and/or unit types within the development of the Property. Owner shall form any such association(s) pursuant to the Colorado Common Interest Ownership Act (the “Act”), C.R.S. § 38-33.3-101, et seq. The Owner shall also execute and record covenants and instruments of conveyance that comply with the Act and which adequately provide for continuous ownership, operation, maintenance, repair and replacement of common elements of the development, including but not limited to any private roads, private common areas, private facilities, and public or private open space. At least thirty (30) days prior to recording any covenants or instruments of conveyance to the association(s), Owner shall provide such documents to the Town for review and comment. It is anticipated that ownership and/or maintenance responsibilities for certain common elements (such as, by way of example and not limitation, entry features, park or recreational tracks, and drainage facilities) may be assigned to such associations, and that such arrangement will be as determined at the time of subdivision or final development plan approval for given parcels and/or unit types within the development of the Property.

19. Development Impact Fees; Water and Sewer Development Fees. Owner acknowledges that it is the Town’s policy to require “growth to pay its own way” and Owner

agrees to pay all water and sewer development fees and development impact fees as set forth in the Bennett Municipal Code, including fees as may be in effect at the time application is made for any building permit. Owner shall post such fee and expense deposits as may be required and agrees to reimburse the Town for all costs of this annexation and development of the Property, including, but not limited to, planning fees, inspection costs, engineering fees, attorney fees, publication costs, recording fees, and all other costs specifically attributable to annexation and development of the Property. Nothing in this agreement shall prevent the Town from requiring the payment of fees or impact fees at the time of final plat approval if such funds are necessary for construction of infrastructure, either by the Town or another entity, prior to issuance of building permits. The Town may withhold building permits, certificates of occupancy and other services if all such fees are not timely paid. The Town may also file liens on the Property if the fees contemplated by this agreement are not timely paid or required improvements are not timely constructed.

20. No Vested Rights. Neither annexation of the Property nor this agreement creates any vested rights. The fact that the Property has been annexed by the Town shall not create or form the basis of any claim by Owner of detrimental reliance or prevent the Town from modifying its development regulations or fees after execution of this agreement. Vested rights shall be acquired only by compliance with C.R.S. § 24-68-101 and approval by the Town of a site specific development plan for the Property.

21. Future Cooperation. The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.

22. Amendment. This Agreement may be amended by the Town and any Owner without the consent of any other Owner as long as such amendment affects only that Owner's portion of the Property. Such amendments shall be in writing, shall be recorded with the County Clerk of the county wherein the Property is located, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all parties hereto.

23. Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

24. Indemnification. Owner agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the Town in order to effectuate the annexation of the Property, or which are in any manner connected with Bennett's enforcement of this Agreement. Owner further agrees to

Joy Marie Snider, 1246 Sheldon Drive, Brentwood, CA 94513; joysnider6235@yahoo.com

30. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. § 31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

31. Legislative Discretion. The Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town of Bennett. No assurances of annexation or zoning have been made or relied upon by Owner. If, in the exercise of its legislative discretion by the Board of Trustees or through the exercise of the powers of initiative or referendum, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive right of Owner with respect to such exercise of discretion shall be the withdrawal of the petition for annexation by the Owner, or disconnection from the Town in accordance with state law, as may be appropriate.

32. No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto, and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

33. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the District Court of the county wherein the Property is located.

34. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

35. No Warranties by Town. The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Board, that this Agreement will be complied with. However, because some of the provisions of this Agreement may involve areas of legal uncertainty, the Town makes no representation as to the validity or enforceability of this Agreement against the Town, and by entering into this Agreement the Owner acknowledges and accepts that no such warranty is made on the part of the Town.

OWNER

Marcia L. Mundell

By: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this _____ day of _____, _____.

Witness my hand and official seal.

My commission expires on: _____.

(SEAL)

OWNER

Claude Bennett

By: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)

)ss

COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this _____ day of _____, _____.

Witness my hand and official seal.

My commission expires on: _____.

(SEAL)

OWNER

Cindy Lou Paynter Trust

By: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this _____ day of _____, _____.

Witness my hand and official seal.

My commission expires on: _____.

(SEAL)

OWNER

Samuel Ira Mundell Trust

By: _____

ACKNOWLEDGEMENT

STATE OF NEVADA)

)ss

COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this _____ day of _____, _____.

Witness my hand and official seal.

My commission expires on: _____.

(SEAL)

TOWN OF BENNETT

By: _____
Royce D. Pindell, Mayor

ATTEST:

Taeler Houlberg, Town Clerk Pro Tem

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE NE1/4 SECTION 28, TOWNSHIP 3, RANGE 63,

EXCEPT THREE ACRES IN THE SE1/4 OF THE NE1/4 OF SAID SECTION 28
DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4; THENCE
NORTH 396'; THENCE WEST 330'; THENCE SOUTH 396'; THENCE EAST 330' TO THE
POINT OF BEGINNING.

AND EXCEPT A PARCEL OF LAND SITUATED IN THE NE1/4 OF SAID SECTION 28
DESCRIBED AS: BEGINNING AT A POINT 396.0' N00°01'E OF THE SE CORNER OF THE
NE1/4 OF SAID SECTION 28; THENCE N00°01'E A DISTANCE OF 365.0'; THENCE
N89°59'W A DISTANCE OF 187.0'; THENCE S00°01'W A DISTANCE OF 113.0'; THENCE
N89°59'W A DISTANCE OF 151.5 FEET; THENCE S00°01'W A DISTANCE OF 257.0';
THENCE N89°10'13"E A DISTANCE OF 338.5', MORE OR LESS, TO POINT OF
BEGINNING.

ABOVE PARCEL OF LAND INCLUDES 153.62 ACRES MORE OR LESS.

EXHIBIT B

WATER RIGHTS

[Note: Add copies of water rights determinations or table listing water rights to be conveyed at the time of annexation]

RESOLUTION NO. 908-22

A RESOLUTION APPROVING AN ANNEXATION AGREEMENT FOR THE BENNETT NORTH ANNEXATION

WHEREAS, an annexation agreement is a condition of annexation to the Town of Bennett; and

WHEREAS, an annexation agreement has been proposed in connection with the Bennett North Annexation to the Town of Bennett.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The proposed Annexation Agreement for the Bennett North Annexation is hereby approved in essentially the same form as accompanies this resolution.

Section 2. The Mayor is authorized to execute the Agreement, and is further authorized to negotiate and approve on behalf of the Town such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ AND ADOPTED THIS 22nd DAY OF MARCH 2022.

Royce D. Pindell, Mayor

ATTEST:

Taeler Houlberg, Town Clerk Pro Tem

Suggested Motion

I move to approve Resolution No. 907-22 - A resolution concerning a petition for the annexation of property to the Town of Bennett, Colorado, known as the Bennett North Annexation and finding the area proposed to be annexed eligible for annexation.

I move to approve Ordinance No. 739-22 – An ordinance approving an annexation known as the Bennett North Annexation to the Town of Bennett, Colorado.

I move to approve Resolution No. 908-22 – A resolution approving an annexation agreement for the Bennett North Annexation.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Steve Hebert, Planning and Economic Development Manager
DATE: March 22, 2022
SUBJECT: Case No. 22.02 – Bennett North (Mundell Property) Zoning

Applicant/Representative(s): Several Mundell Family Members | Owner’s Representatives – MGV 36 North Land Investments, John Vitella/Jim Marshall

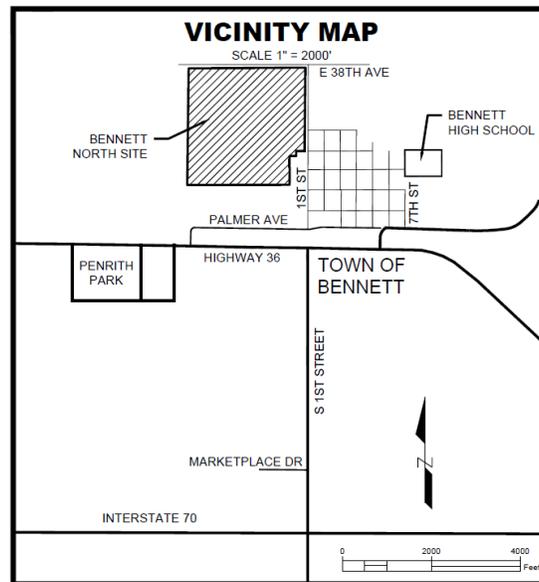
Location: Southwest Corner of E. 38th Avenue and 1st St./Converse Rd.

Purpose: Zoning of 153.62 acres to R-2 – Mid Density Residential District

Background

The applicants have petitioned the Town of Bennett to annex 153.62 acres into the Town of Bennett. As part of the annexation process, the property owner can also apply for zoning consistent with the Town’s zoning code. In this case, the applicant is applying for R-2 – Mid Density Residential. The annexation petition will also be considered by the Town Board of Trustees on March 22, 2022.

The property is currently unincorporated and zoned A-3 in Adams County. See the vicinity map below:



Summary of the Initial Zoning Process

Colorado Revised Statute § 31-12-115(2) requires newly annexed land to be brought under the Town’s zoning ordinance within 90 days from the effective date of the annexation ordinance. A zoning application was submitted concurrently and the Planning and Zoning Commission considered the proposed zoning on February 28, 2022. Their action is described later in this staff report. The Board should only consider the zoning request if it has previously approved annexation of the property.

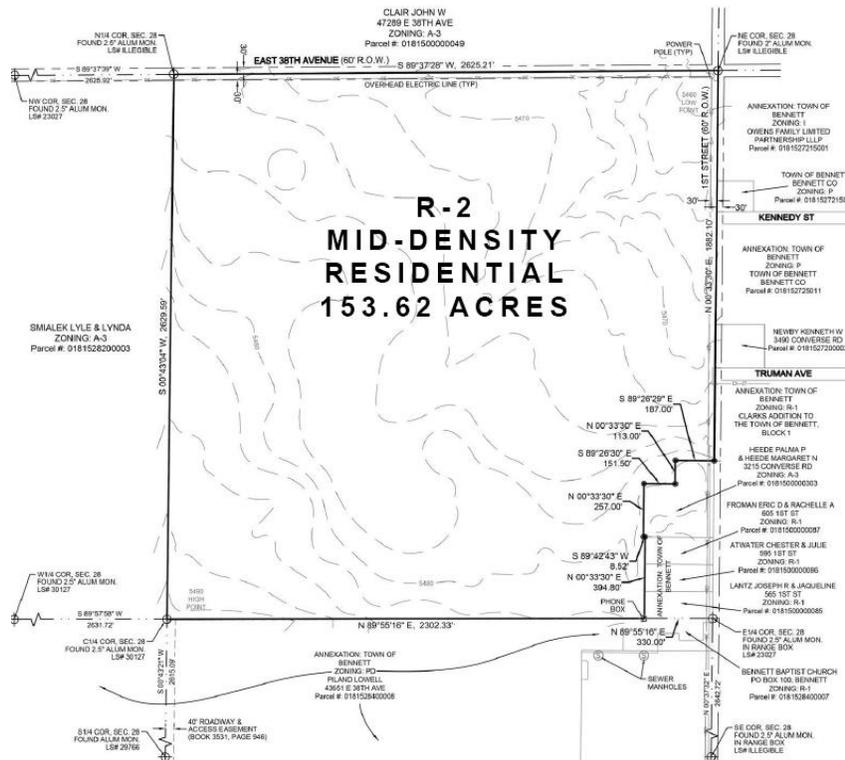
Proposed Zoning and Project Description

The applicant proposes zoning the 153.62 acres to R-2 – Mid Density Residential. See the map below. The R-2 – Mid Density Residential zone district is intended to provide for the development of areas containing moderate density single-family and two-family residential dwellings. The minimum lot size is 3,500 square feet. The table below shows the R-2 standards.

| Standard | R-2 - Mid Density Residential District |
|--|--|
| Minimum Lot Area/Dwelling Unit | 3,500 square feet |
| Minimum Lot Width | 25 feet |
| Maximum Lot Coverage | 70% |
| Minimum Floor Area/Dwelling Unit | 800 square feet |
| Minimum Front Yard Setback (Principal Structure) | 10 feet, w/ max. setback not to exceed an average of adjacent principal structures |
| Minimum Front Yard Setback (Accessory Structure) | 10 feet |
| Minimum Side Yard Setback (Principal Structure) | 5 feet |
| Minimum Side Yard Setback (Accessory Structure) | 5 feet |
| Minimum Rear Yard Setback (Principal Structure) | 10 feet |
| Minimum Rear Yard Setback (Accessory Structure) | 5 feet |
| Maximum Height (Principal Structure) | 35 feet |
| Maximum Height (Accessory Structure) | 12 feet, except detached garages, 18 feet |

Most future uses will require a subdivision plat, which must be reviewed by the Planning and Zoning Commission and approved by the Town Board of Trustees. One or more site plans will also have to be approved by the Zoning Administrator prior to development. More detailed plans for access, street design, water, sewer, stormwater, other utilities, landscaping, etc. will be required and reviewed at these subsequent stages.

PROPOSED ZONING



The applicant’s letter of intent includes the following narrative:

Site Characteristics

“The site’s gently sloping topography includes a minor depression traversing from the high point in the southwest corner of the site to the low point located in the northeast corner. Overall, there is a change in elevation of 30-feet across the site with the topography in the 1 – 2 % slope range. The site has been farmed for a number of years and is currently fallow with scattered small shrubs introduced grasses and weeds. Fauna is limited to species that live in dry grasslands.”

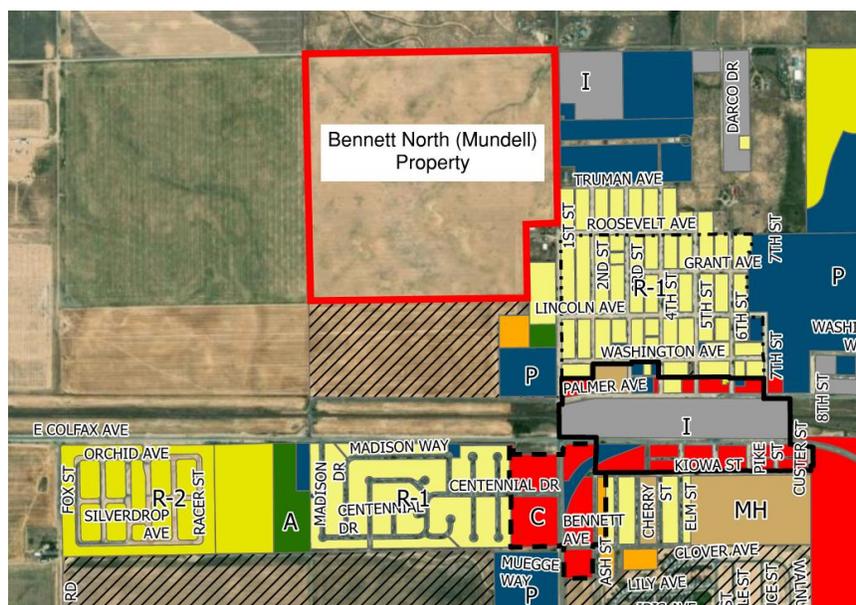
Project Description

“Rezoning of the Bennett North parcel to R-2 Mid-Density Residential will allow for a variety of residential land uses. The intent is to design and develop a cohesive neighborhood in a thoughtful manner. Although up to eight (8) dwelling units per acre is permitted in the R-2 District, it is anticipated that the potential housing types could include single-family detached and paired homes on various lot sizes including both standard front-loading homes and alley-loaded homes. The variety of home types will create a diverse neighborhood with homes at various price points attractive to numerous buyers. Supporting land uses will include parks, trails and open space designed to serve the demographic of the various neighborhoods within Bennett North.”

Surrounding Zoning and Land Use

| Direction | Zone District | Land Use |
|-----------|--|---|
| North | A-3 (Unincorporated) | Agricultural |
| East | I-Industrial, P-Public, R-1 Resid., A-3 (Unincorporated) | Industrial, Public Works Facility, Single-family Resid. |
| South | PD – Planned Development | Agricultural |
| West | A-3 (Unincorporated) | Agricultural |

Below is a section of the Town of Bennett Zoning Map.



Water, Wastewater Treatment and Stormwater Management

Town of Bennett water and wastewater treatment services will be available to the project, subject to system design, construction and financing by the developer of onsite and offsite improvements addressed in one or more future subdivision plats and subdivision agreements. A stormwater management system will be designed by the developer and reviewed by the Town at the time of subdivision platting. Phasing of all onsite and offsite improvements will also need to be addressed by future subdivision agreements.

A future subdivision agreement will also indicate how many new homes, if any, can be built and occupied before any of the offsite improvements are constructed.

Access, Traffic Impacts and Timing of Development Relative to Improvements

The property abuts East 38th Avenue on the north and 1st Street/Converse Road on the east. However, neither of these streets, in their current condition, will be adequate to accommodate the traffic expected to be generated by over 1,000 single-family homes and related uses. The applicant has identified future offsite connections via an expanded road network that might include additional north/south and east/west street corridors. The illustration below shows some of these potential connections, including an extension of Penrith Road to East 38th Avenue and a new crossing of the Union Pacific rail line. This is for illustrative purposes only and does not constitute a formal plan by the Town of Bennett or the applicant.



A comprehensive traffic impact study (TIS) will be required at the time of the first subdivision plat. The TIS must include, but not be limited to: an identification of vehicle trip generation, existing and proposed conditions, capacity analysis, onsite and offsite impacts and improvements to mitigate the impacts.

The design, financing and timing of construction of internal and external street connections will be addressed in subsequent subdivision agreement(s) at the time of the platting process.

A future subdivision agreement(s) will also indicate how many new homes, if any, can be built and occupied before any of the offsite improvements are constructed.

Fire and Rescue

The project is within the Bennett Fire Protection District service area. The District has no objections to the proposed zoning. The developer shall confer with the District regarding International Fire Code standards, ensure the municipal water system meets the design and fire flow expectations of the Town and the District, consider the wildland-urban interface, provide appropriate access for all emergency vehicles and participate in established impact fee programs.

Gas, Electricity and Telecommunications

Natural gas will be provided by Colorado Natural Gas, electricity by CORE Electric Cooperative and telecommunications by Eastern Slope Technologies (ESRTA) or Comcast.

School District

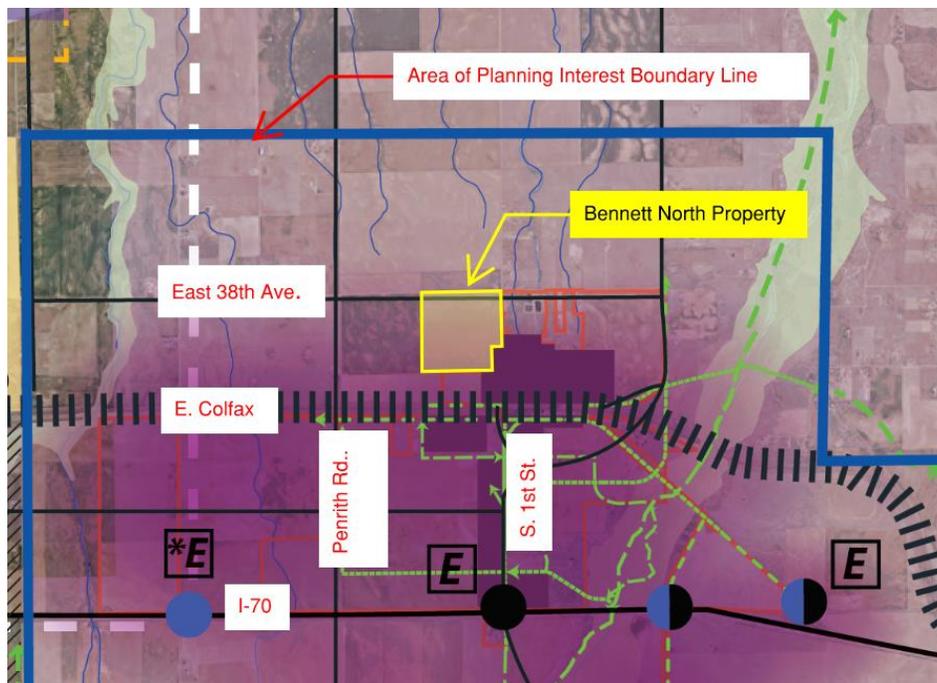
The project is in the Bennett School District 29J. School land dedication or cash-in-lieu will be determined at the time of subdivision plat in accordance with the intergovernmental agreement between the Town of Bennett and the District concerning land dedications for payments in lieu for school purposes. The District has no formal comment at this time.

Staff Analysis and Findings

Consistency with the Comprehensive Plan

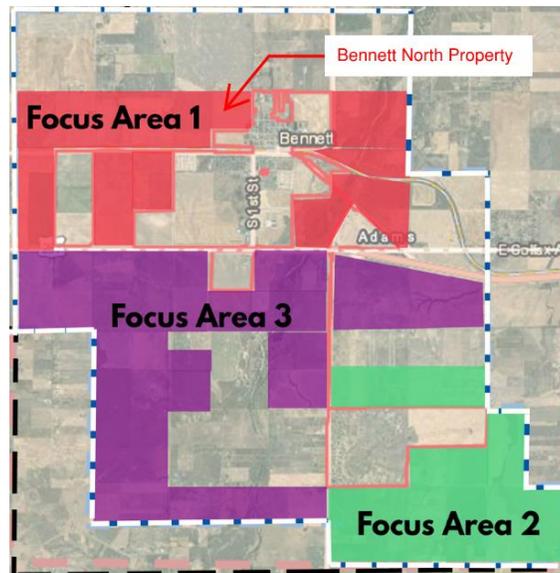
1. **The subject property is within the Area of Planning Interest in the 2021 Comprehensive Plan.**

The Area of Planning Interest includes unincorporated infill properties within Bennett, contiguous properties and properties within a logical service area, ideal for future annexation to the Town. See the excerpt of the comprehensive plan map below.



2. The property is within Focus Area 1 of the Comprehensive Plan.

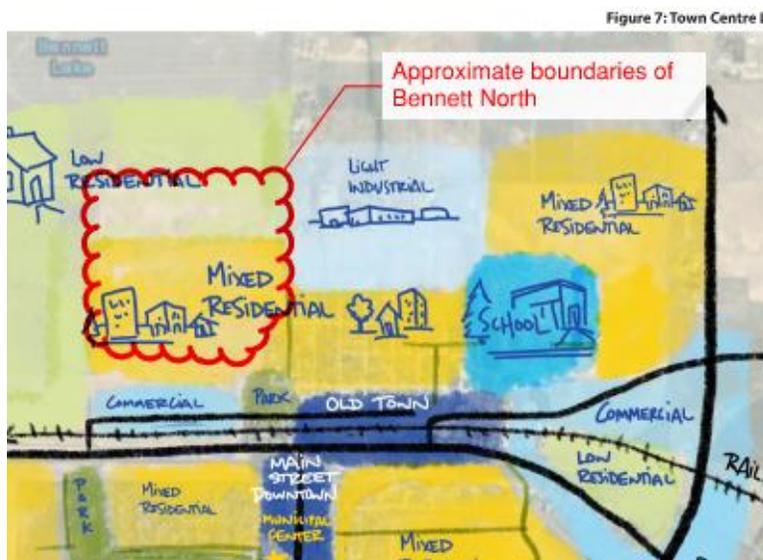
The Area of Planning Interest is further categorized into three focus areas for potential annexation. The areas are numbered based on the continuity for infrastructure, resources and services for the community. These focus areas are intended to provide guidance, not an obligation or priority, for future annexation by the Town or landowners.



3. The proposed zoning is consistent with the Town Centre Land Use Concept Plan.

The approximate northern half of the Bennett North property is designated as **Low Residential** and the southern half is designated as **Mixed Residential** in the Town Center Land Use Concept Plan. (See below.) The 2021 Comprehensive Plan describes the Low Residential area as a low density residential use typically less than five dwelling units (DUs) per acre and comprised of single-family detached housing. Low Residential Areas are intended to provide housing to accommodate a wide range of home prices. The Mixed Residential neighborhoods are to contain a variety of housing types and densities, combined with non-residential secondary land use that are complementary and supportive such as parks and recreation areas, religious institutions and schools.

The proposed R-2 zoning can accommodate both the Low Residential and Mixed Residential land use types.



Staff Finding: Staff finds the proposed zoning is consistent with, or will promote, the goals and policies of the Town of Bennett 2021 Comprehensive Plan as required by Sections 16-1-90 and 16-2-360 of the Municipal Code.

Consistency with the Intent of the Zoning Code

Staff Finding: Staff finds the proposed zoning is consistent with the purpose of the Bennett Land Use Code, outlined in Section 16-1-50, including to:

- Maintain and enhance a quality residential environment in the Town;
- Provide a diversity of housing types at various densities;
- Promote logical extensions of and efficient use of the Town's infrastructure.

Referral Agency Review and Comments

The proposed Bennett North zoning was sent to several referral agencies for comment, including:

- | | |
|---------------------------------------|--------------------------------|
| 1. Town Planning | 6. Colorado Natural Gas (CNG) |
| 2. Town Engineer | 7. Bennett School District 29J |
| 3. Town Traffic Engineer | 8. Adams County Planning |
| 4. Bennett-Watkins Fire Rescue (BWFR) | 9. Adams County Sheriff |
| 5. CORE Electric Cooperative (IREA) | |

None of the agencies that responded have any objections to the zoning. However, many of them, including the Town Engineer, Town Traffic Engineer, Bennett-Watkins Fire, Bennett School District 29J and CORE Electric Cooperative will require more analysis at the time of subdivision platting.

Public Comment

Notice of the February 28, 2022 Planning and Zoning Commission hearing and the March 22, 2022 Board of Trustees hearing was published in the Eastern Colorado News, posted on the subject property and sent to all property owners within 300 feet of the property. Staff has had initial conversations with an adjoining property owner clarifying the nature of the application.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission reviewed this application on February 28, 2022 and adopted Resolution No. 2022-06, recommending the Bennett North property be zoned R-2 – Mid Density Residential.

Staff Recommendation

Staff recommends the Board of Trustees approve Ordinance No. 740-22 zoning the Bennett North property to R-2 – Mid Density Residential District, subject to the approval of the annexation of the property by the Board of Trustees.

Attachments

1. Staff PowerPoint Presentation (PDF)
2. Land Use Application
3. Letter of Intent/Narrative
4. R-2 Permitted Uses
5. R-2 Standards
6. Bennett North Zoning Map
7. Bennett North Traffic Memorandum
8. Combined Staff and Referral Agency Comments
9. Planning and Zoning Commission Resolution 2022-06
10. Ordinance No. 740-22

A dark blue silhouette of a water tower with a hexagonal top and three legs, standing on a green hill. The background features a blue sky with white and light blue diagonal stripes, and a landscape with green and yellow hills.

Case No. 22.02 Bennett North (Mundell) Zoning

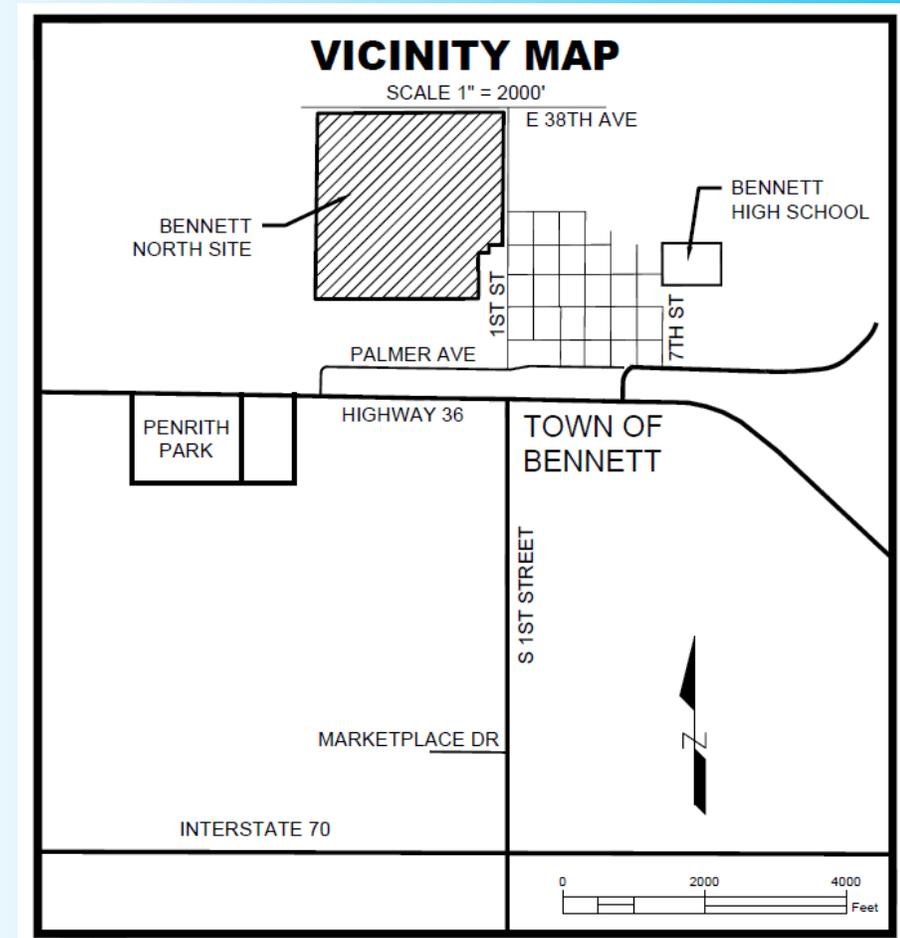
Town of Bennett Board of Trustees

March 22, 2022

Steve Hebert, Planning & Economic Development Manager

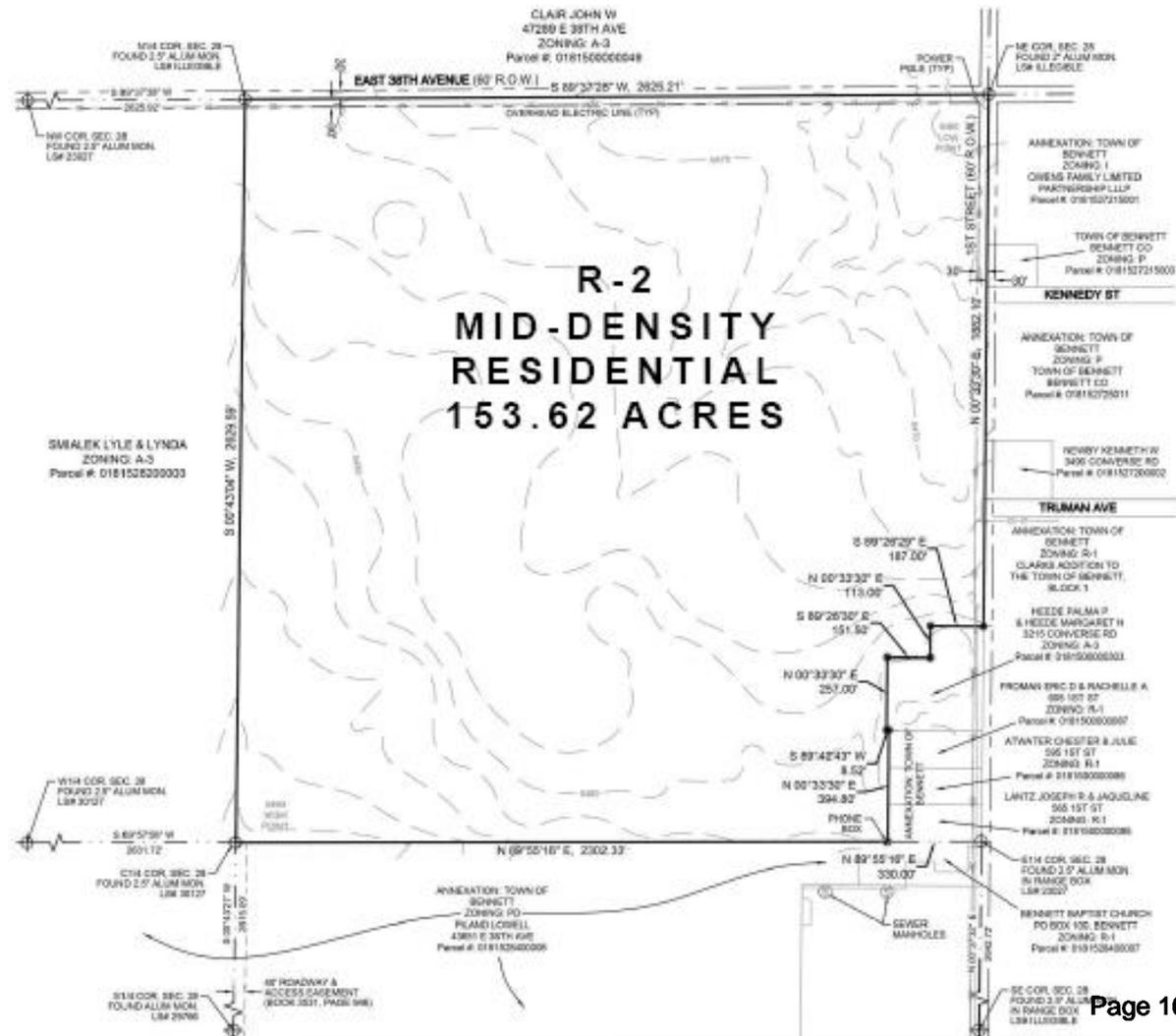
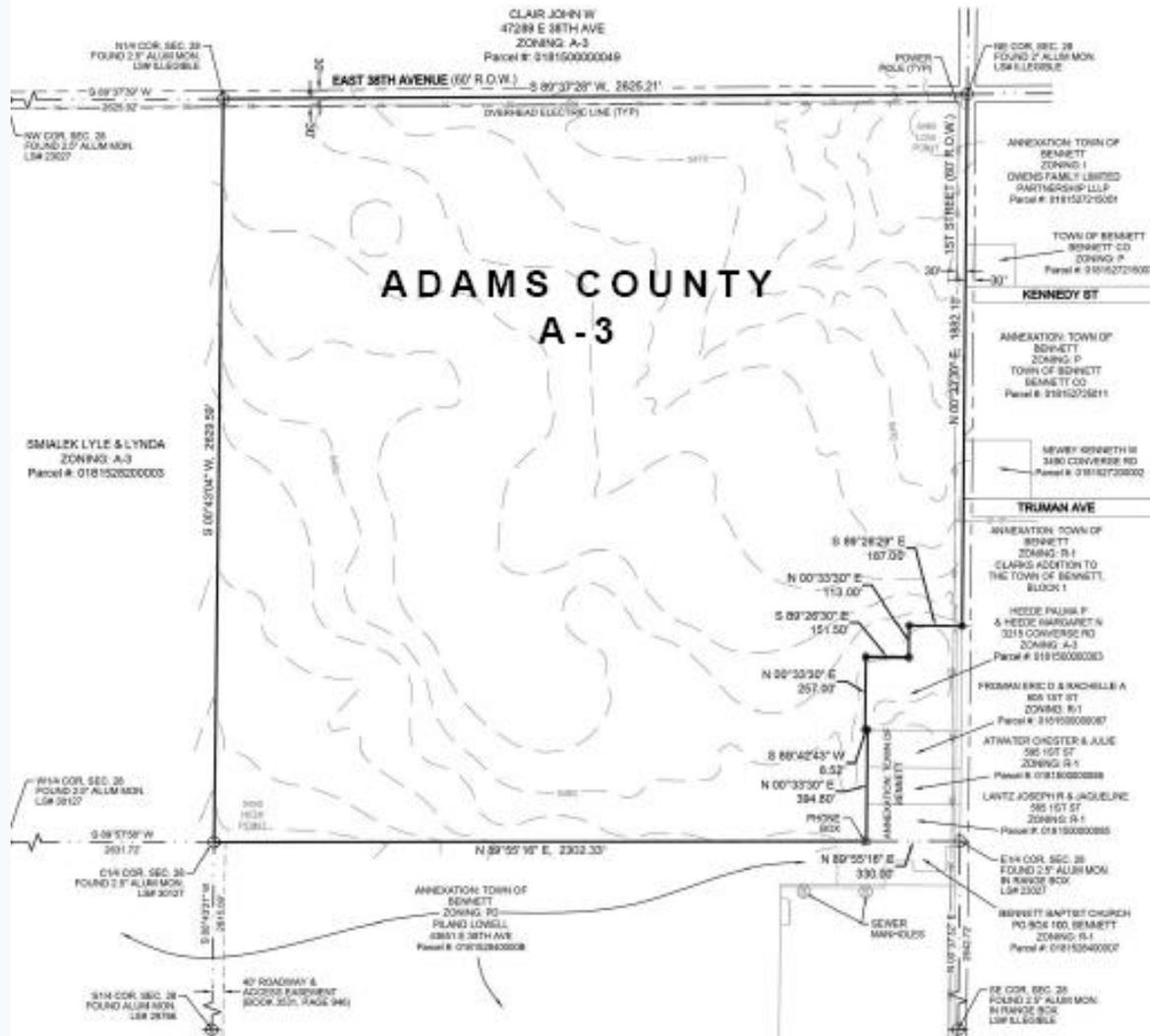
Proposed Annexation and Zoning to R-2

- Proposal to annex and zone 153.62 acres
- Currently unincorporated, zoned A-3 in Adams County
- Annexation must be approved prior to acting on the zoning application
- Proposed zoning is R-2 – Mid Density Residential District



EXISTING ZONING

PROPOSED ZONING



The R-2 – Mid Density Residential Zone District

The R-2 District is intended to provide for the development of areas containing moderate density single-family and two-family residential dwellings.

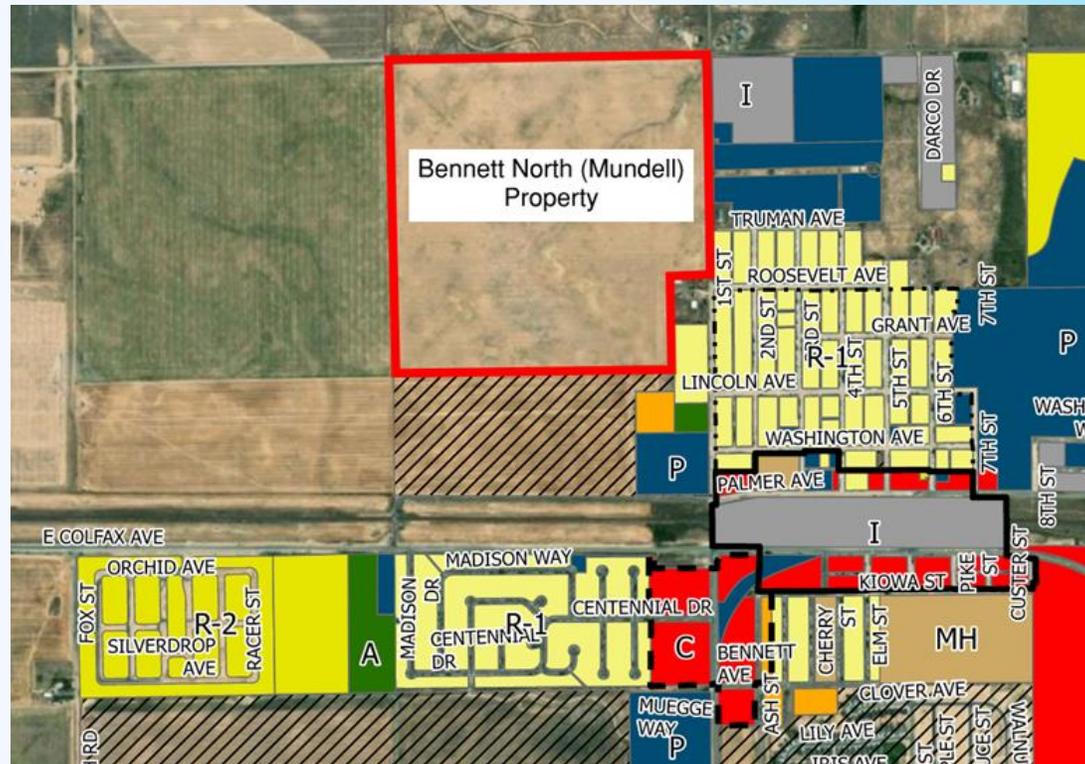
| Standard | R-2 - Mid Density Residential District |
|--|--|
| Minimum Lot Area/Dwelling Unit | 3,500 square feet |
| Minimum Lot Width | 25 feet |
| Maximum Lot Coverage | 70% |
| Minimum Floor Area/Dwelling Unit | 800 square feet |
| Minimum Front Yard Setback (Principal Structure) | 10 feet, w/ max. setback not to exceed an average of adjacent principal structures |
| Minimum Front Yard Setback (Accessory Structure) | 10 feet |
| Minimum Side Yard Setback (Principal Structure) | 5 feet |
| Minimum Side Yard Setback (Accessory Structure) | 5 feet |
| Minimum Rear Yard Setback (Principal Structure) | 10 feet |
| Minimum Rear Yard Setback (Accessory Structure) | 5 feet |
| Maximum Height (Principal Structure) | 35 feet |
| Maximum Height (Accessory Structure) | 12 feet, except detached garages, 18 feet |

Applicant's Project Description

- Variety of residential land uses
- Design and develop a cohesive neighborhood
- Could include single-family detached and paired (duplex) homes, with various lot sizes
- Various price points attractive to numerous buyers
- Supporting land uses including parks, trails and open space

Surrounding Zoning and Land Use

| Direction | Zone District | Land Use |
|-----------|--|---|
| North | A-3 (Unincorporated) | Agricultural |
| East | I-Industrial, P-Public, R-1 Resid., A-3 (Unincorporated) | Industrial, Public Works Facility, Single-family Resid. |
| South | PD – Planned Development | Agricultural |
| West | A-3 (Unincorporated) | Agricultural |



Availability of Public Infrastructure

- If the property is annexed and zoned, future subdivision plats and subdivision agreements will require the developer to design, finance and construct both onsite and offsite improvements.
 - Water and Sewer – Town of Bennett (with onsite and offsite improvements)
 - Regional Stormwater – Metro District or HOA, TBD at time of subdivision
 - Fire Protection – Bennett-Watkins Fire Rescue (consistent with IFC and other standards)
 - Access – E. 38th Avenue and 1st St./Converse Rd. (see additional comments on next slide)
 - Law Enforcement – Adams County Sheriff
 - Electricity – CORE Electric Cooperative (with onsite and offsite improvements)
 - Natural Gas – Colorado Natural Gas
 - Telecom – Eastern Slope Technologies or Comcast
 - Bennett School District 29J (school site or cash-in-lieu TBD)

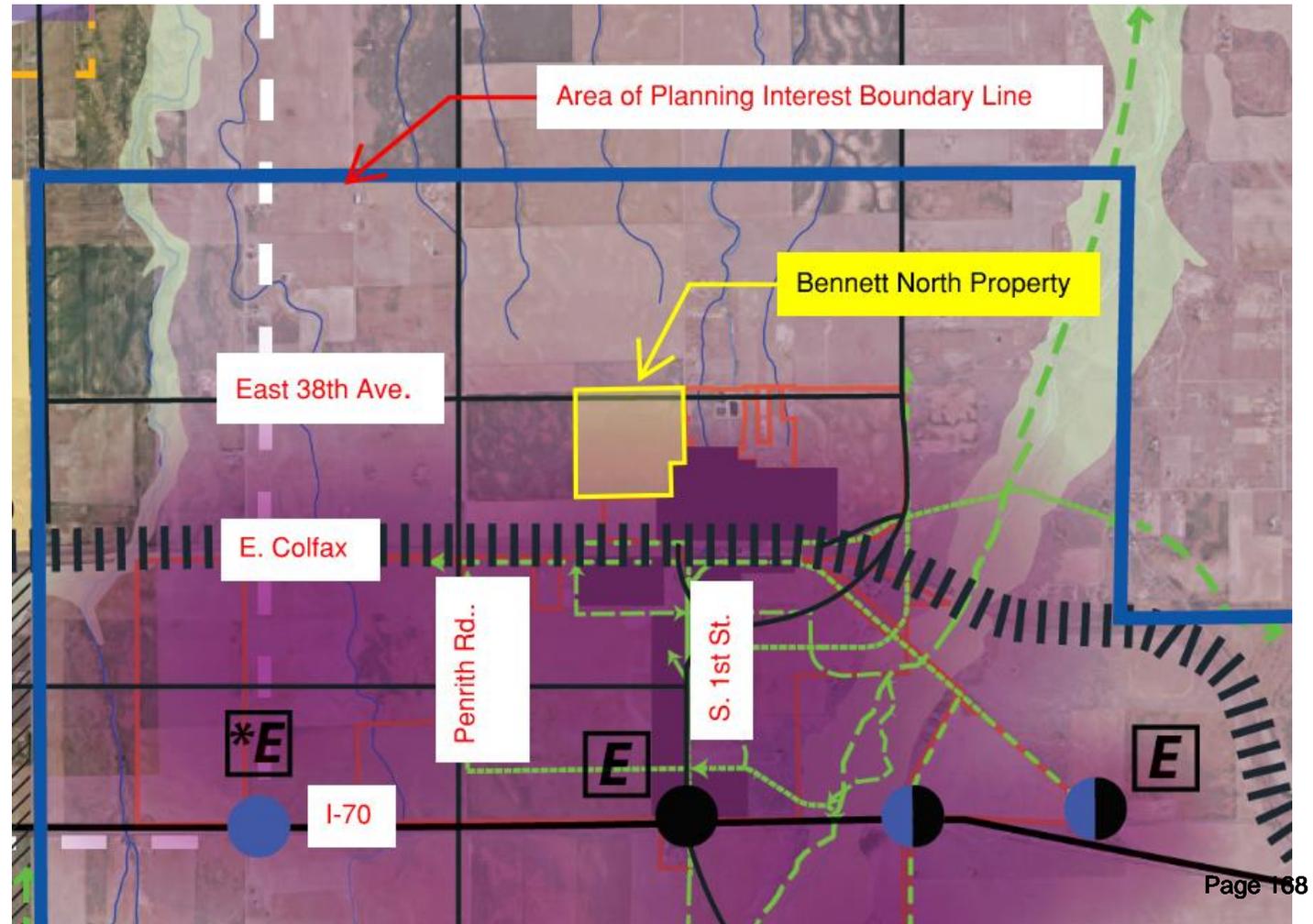
Access, Traffic Impacts and Timing of Development Relative to Improvements

- Access via existing street network is inadequate
- Significant offsite improvements are expected
- Development will pay its fair share of offsite improvements
- Building permits will be restricted until adequate access is available



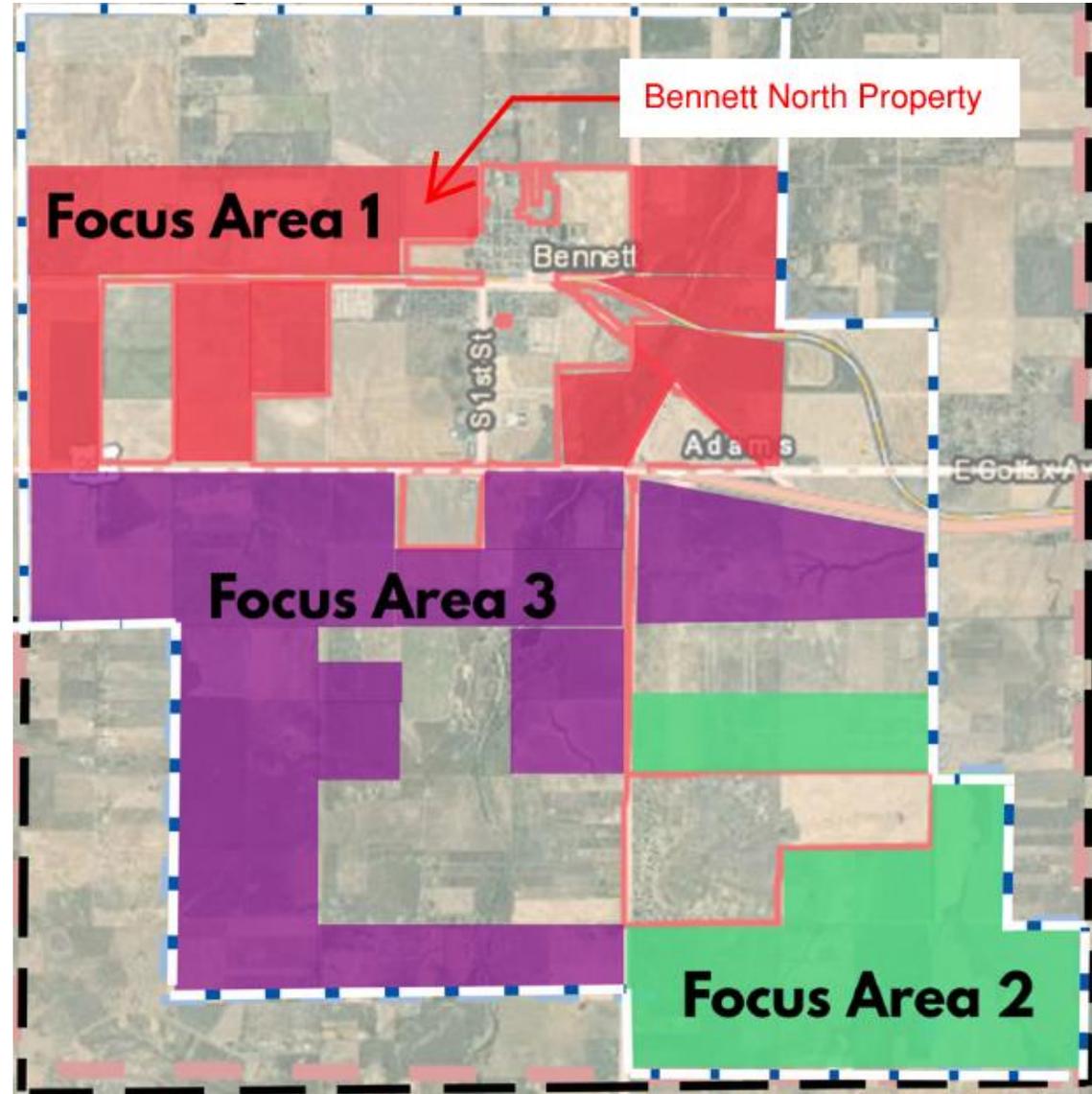
Consistency with 2021 Comprehensive Plan

- Property is within the Area of Planning Interest
- Contiguous to existing Town boundaries



Consistency with 2021 Comprehensive Plan

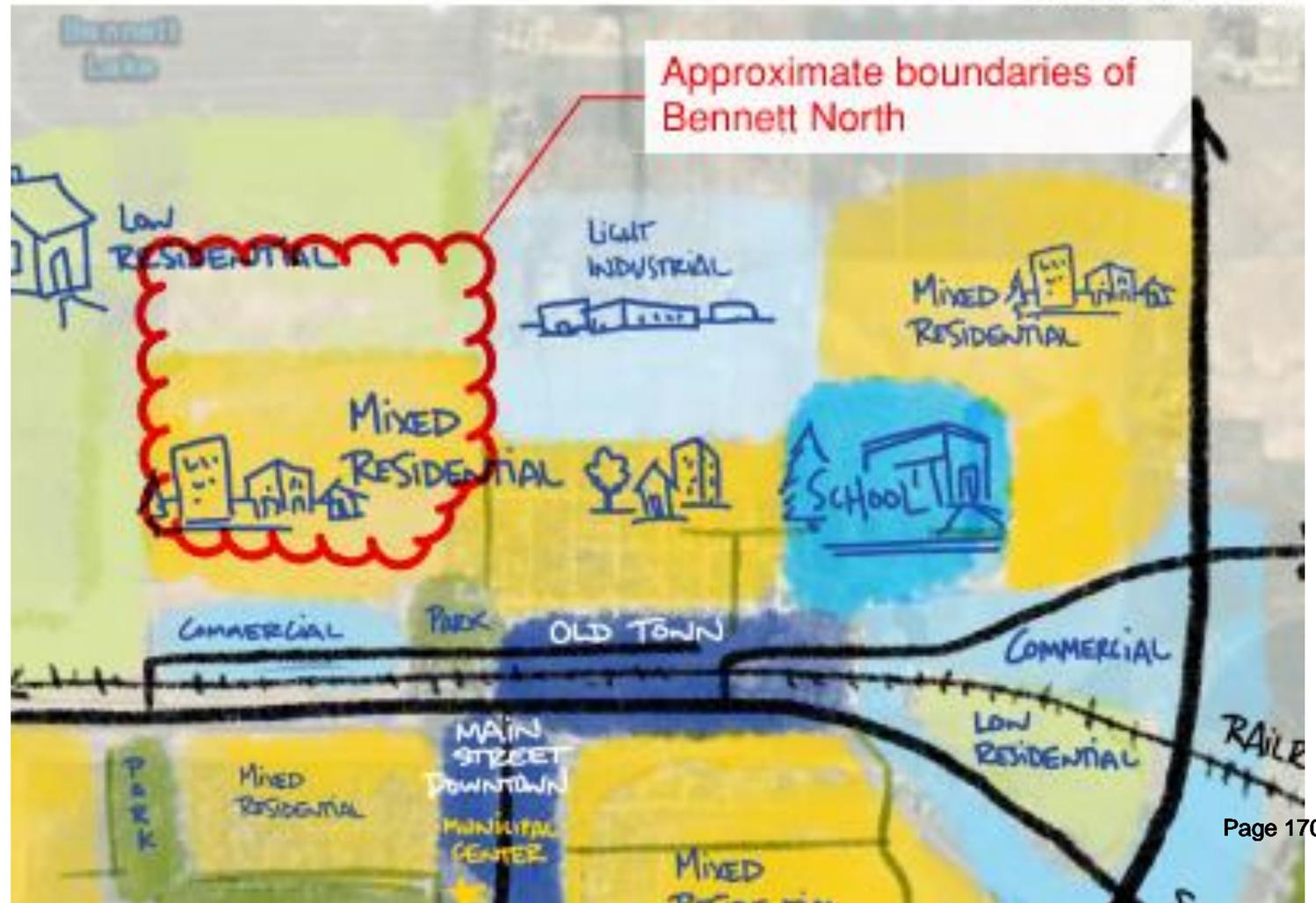
- Within Focus Area 1
- Contiguous to infrastructure
- Focus areas provide guidance, not an obligation



Consistency with 2021 Comprehensive Plan

- Consistent with the Town Centre Land Use Concept
- Can accommodate both Low Residential and Mixed Residential land use

Figure 7: Town Centre Land Use Concept



Consistency with the Intent of the Zoning Code

The proposed zoning is consistent with the purpose of the Bennett Land Use Code, outlined in Section 16-1-50, including to:

- Maintain and enhance a quality residential environment in the Town;
- Provide a diversity of housing types at various densities;
- Promote logical extensions of and efficient use of the Town's infrastructure.

Staff Findings on Case No. 22.02

- Staff finds the proposed zoning is consistent with, or will promote, the goals and policies of the Town of Bennett 2021 Comprehensive Plan as required by Sections 16-1-90 and 16-2-360 of the Municipal Code.
- Staff finds the proposed zoning is consistent with the purpose of the Bennett Land Use Code, outlined in Section 16-1-50

Planning and Zoning Commission Recommendation

Planning and Zoning Commission adopt Resolution No. 2022-06 on February 28, 2022, recommending approval of the zoning of Bennett Ranch North property to R-2 – Mid Density Residential District, subject to the approval of the annexation of the property by the Board of Trustees.

Staff Recommendation

Staff recommends the Board of Trustees approve Ordinance No. 740-22 zoning the Bennett North property to R-2 – Mid Density Residential District, subject to the approval of the annexation of the property by the Board of Trustees.

(See Draft Ordinance)

Town of Bennett Land Use Application Form

TO BE COMPLETED BY APPLICANT

Application Type: **Zoning/Rezoning** Other _____

Primary Contact Name: John Vitella/Jim Marshall

Name of Firm: MGV 36 North Land Investments, LLC and Henry Design Group, Inc.

Address: PO Box 4701 CO 80155 / 1501 Wazee Street #1-C, Denver, CO 80202 - 303-446-2368

City: Greenwood Village **State:** CO **Zip:** 80155 **Phone:** 303-210-4964

Email: john@vitellapartners.com / khenry@henrydesigngroup.com

Owner Name: Marcia Mundell 9910 N. Manilla Road, Bennett, CO 80102; Claude Bennett 8730 Westminster Terrace #3410 Dallas TX 75242; Joy Marie Snider 1246 Sheldon Drive, Brentwood, CA 94513

Address:

City: **State:** **Zip:** **Phone:**

Email:

Mineral Estate Holder/Lease:

Name of Firm:

Address:

City: **State:** **Zip:** **Phone:**

Parcel#: 0181500000304 &005 &006 **Subdivision Name:**

Site Address:

Nearest Major Intersection: SW corner of E. 38th Avenue and 1st Street/Converse Road

Legal Description: See associated documentation attached with the application.

Current Zoning: Adams County A-3 **Proposed # lots/units:** To be determined at Plat per the R-2 District

Total Acreage: 153.62 **Gross Floor Area:**

Proposed Gross Densities (du/ac): To be determined at Plat per the R-2 District

Additional Notes:

All Submittal Requirements must accompany this application. All applicable fees must be paid at the time of application. Any extraordinary cost incurred by the Town of Bennett in reviewing and processing this application is the responsibility of the applicant.

An executed cost agreement must be attached to this application pursuant to Sec. 16-1-325 of the Bennett Municipal Code.

I understand this is an application only, it must be approved by the Town, and any required building permits must be obtained before the property can be used in accordance with the request. I hereby acknowledge all of the above information is correct.

Applicant's Signature:  **Date:** 11/10/21



Landscape Architecture • Planning • Entitlements

November 12, 2021

Town of Bennett Planning Commission
Town of Bennett Board of Trustees
207 Muegge Way
Bennett, CO 80101

RE: Bennett North Annexation and Rezoning Letter of Intent

Dear Planning Commissioners and Board of Trustees,

The Henry Design Group, Inc., on behalf of MGV 36 North Land Investments, LLC the applicant for Bennett North, is pleased to submit this narrative in support of the proposed Annexation and Rezoning.

1. Applicant / Design Team

Applicant:

MGV 36 North Land Investments, LLC
John Vitella 303-210-4964
Jim Marshall
PO Box 4701
Greenwood Village, CO 80155
john@vitellapartners.com / jim@mglinvestments.com

Planner/Landscape Architect:

The Henry Design Group, Inc.
Karen Z. Henry, PLA
1501 Wazee Street, Suite 1-C
Denver, CO 80202
303-446-2368
khenry@henrydesigngroup.com

Civil Engineer:

2N Civil, LLC
Eric P. Tuin, PE
6 Inverness Ct., Suite 125
Englewood, CO 80112
303-925-0544
eric@2ncivil.com

Transportation Consultant

LSC Transportation Consultants, Inc.
1889 York Street
Denver, CO 80206
303-333-1105
csmcgranahan@lsctrans.com

2. Project Location

Bennett North is located in the northwestern area of the Town of Bennett environs. The site is a total of 153.62 acres of gently rolling agricultural land. The site is bordered to the north by E. 38th Avenue and to the east by N. Converse Rd./1st Street. Penrith Road is approximately one-half mile to the west and E. Colfax Avenue (Hwy 36), Palmer Avenue and the Union Pacific Railroad are approximately 1100 feet south of the site.

The site is more particularly described as being in a portion of the NE1/4 of Section 28, Township 3 South, Range 63 West of the 6th P.M., County of Adams, State of Colorado.

3. Site Characteristics

The site's gently sloping topography includes a minor depression traversing from the high point in the southwest corner of the site to the low point located in the northeast corner. Overall, there is a change in elevation of 30-feet across the site with the topography in the 1 - 2 % slope range. No impacts to existing flora and fauna are anticipated. The site has been farmed for a number of years and is currently fallow with scattered small shrubs introduced grasses and weeds. Fauna is limited to species that live in dry grasslands.

4. Project Description

Bennett North is currently zoned Agriculture-Three (A-3) in Adams County, Colorado. The proposal is to annex the parcel into the Town of Bennett and rezone the parcel to the Town's existing R-2 Mid-Density Residential District.

Annexation of the parcel is a logical extension of the Town's boundaries with a main portion of the established Town, including existing infrastructure, immediately east of the site. The annexation and zoning will include extending the infrastructure to serve the proposed new development. The site is in the Primary Area of Interest - Focus Area 1 as stated in the 2021 Town of Bennett Comprehensive Plan thereby enabling the potential annexation.

Rezoning of the Bennett North parcel to R-2 Mid-Density Residential will allow for a variety residential land uses. The intent is to design and develop a cohesive neighborhood in a thoughtful manner. Although up to eight (8) dwelling units per acre is permitted in the R-2 District, it is anticipated that the potential housing types could include single-family detached and paired homes on various lot sizes including both standard front-loading homes and alley loaded homes. The variety of home types will create a diverse neighborhood with homes at various price points attractive to numerous buyers. Supporting land uses will include parks, trails and open space designed to serve the demographic of the various neighborhoods within Bennett North.

5. Access and Traffic

The attached Traffic Memorandum prepared by LSC Transportation Consultants, Inc. illustrates the proposed road network in the vicinity of the site, potential access points, and future connectivity. Primary access will be from E. 38th Avenue with additional access points anticipated to Penrith Road to the west with the potential railroad crossing as Penrith Road to the south. An access point is possible into the site from the south through an extension of Lincoln Avenue from the east. Connection to Converse Road at Truman Avenue is also available. The proposed road network internal to the neighborhood will be designed to provide adequate vehicular and pedestrian circulation meeting the needs of the residents and life safety providers.

6. Utility Services and Drainage

Bennett North is proposing to connect into and extend the existing Town of Bennett water and sewer infrastructure to serve the site. Upon the completion of the infrastructure extensions connecting to the Town's facilities it is assumed the Town will be able to provide public water and sewer services.

At this time, it is anticipated the main waterlines will need to be extended north along 1st Street into the site and the sewer to be connected to the treatment plant located to the east of the site, on the east side of 1st Street. Modeling will be necessary to determine line sizes and exact locations to serve the development. At this time, it is anticipated a 15-inch main sewer will be necessary to serve the development at the downstream end, with a minimum of 8-inch mains at the lots.

Water mains will be primarily 8-inch with loops of 12-inch and 15-inch serving the 8-inch. It may be necessary for the Town to provide additional storage for domestic water. Once the models are produced and further design is considered the required infrastructure can be determined.

Dry utilities including electric, gas, cable and phone will be extended from existing facilities in the neighborhood to the east to the Bennett North site.

7. Development Schedule and Time Frame

It is anticipated the neighborhood will take several years to fully develop and the timing will be based on market conditions. The developers will be actively marketing the neighborhood to potential builders as the entitlement process is nearing completion.

8. Compliance with the 2021 Town of Bennett Comprehensive Plan

Bennett North is intended to be designed in accordance with the stated goals of the 2021 Town of Bennett Comprehensive Plan ("Comprehensive Plan") which states the Town "is committed to responsible planned development; economic vitality; high-quality public services, resilient infrastructure, programs and policies; and the continued expansion of a healthy community". It is believed that this statement is at the core of the planned Bennett North neighborhood and with the annexation and zoning, Bennett North can be the

catalyst to bring additional responsible development to this area of Town while maintaining the small-town character of Bennett.

The site is within the Area of Planning Interest and Focus Area 1 of the three annexation growth areas. These growth areas correspond to the three-mile annexation boundaries. Bennett North is contiguous with an existing, well-established neighborhood to the east where there is a logical extension of Town boundaries and infrastructure needed to open up Focus Area 1 for annexation and development.

Strong well-planned neighborhoods are essential to the economic vitality of the Town. Bennett North will comply with the guiding principle of the Comprehensive Plan by bringing to the Town a mix of residential land uses that will provide a diversity of housing at various densities and may include more affordable work force housing options. This can be achieved in a cohesive manner through innovative design, planning and development patterns.

The development of a connecting street system will facilitate transportation needs of the area in a safe and efficient manner. Bennett North's future parks, trails, and open spaces will be designed to provide recreational opportunities for the residents which will lead to happy, healthy, and safe lifestyles as encouraged by the Comprehensive Plan.

Thank you for your time and efforts in reviewing the proposed annexation and rezoning for Bennett North. As always, we look forward to continuing to work with the Town to see this exciting neighborhood to fruition and we respectfully request approval of the annexation and rezoning in the Town of Bennett. Please feel free to contact me if you have any questions or need additional information.

Sincerely yours,

A handwritten signature in black ink that reads "Karen Z. Henry". The signature is written in a cursive, flowing style.

Karen Z. Henry
President, Henry Design Group, Inc.

Cc: MGV 36 North Land Investments, LLC

R-2 Permitted Uses (Highlighted in Yellow)

P = Use by Right C = Conditional Use

| Zone Districts | | | | | | | | | | |
|--|---|----|-----|-----|-----|----|---|----|---|---|
| Land Use Categories | A | RE | R-1 | R-2 | R-3 | MH | C | EC | I | P |
| A. AGRICULTURAL USE | | | | | | | | | | |
| (1) Auction arena or livestock sales | C | | | | | | | | C | |
| (2) Crop production, pasture grazing land or private ranching | P | | | | | | | | | P |
| (3) Greenhouse/nursery | P | | | | | | | | C | P |
| (4) Poultry hatcheries, fish hatcheries, commercial ranching and dairy farms or animals raised or kept for profit or production, except as allowed in Section 7-7-30 | C | | | | | | | | | C |
| B. ANIMAL SERVICES | | | | | | | | | | |
| (1) Animal boarding (kennels) and training | C | | | | | | C | | C | |
| (2) Animal hospital, large | C | | | | | | | | C | |
| (3) Animal hospital, small | C | | | | | | C | | P | |
| (4) Riding academies and stables | C | | | | | | | | | |
| (5) Veterinary offices or clinics | C | | | | | | P | | P | |

| C. EDUCATIONAL USES | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| (1) Day care center, adult or child | | C | C | C | C | | C | | |
| (2) Elementary and secondary education school | P | P | P | P | P | P | C | | P |
| (3) Postsecondary colleges and universities | | | | | | | C | P | P |
| (4) Private business, trade and vocational school | | | | | | | C | P | P |
| D. INDUSTRIAL USES | | | | | | | | | |
| (1) Commercial steam cleaning/laundry operations | | | | | | | C | | C |
| (2) Commercial trash removal companies without trash storage or trash transfer operations | | | | | | | | | C |
| (3) Concrete or asphalt products production | | | | | | | | | C |
| (4) Custom crafts (such as ceramics, furniture making and stained glass production) | | | | | | | P | | P |
| (5) General machine shops | | | | | | | | | P |
| (6) General research and development | | | | | | | | P | P |
| (7) Laboratory: medical, dental, optical, scientific | | | | | | | C | P | P |
| (8) Light trade and technical uses | | | | | | | C | P | P |
| (9) Manufacturing, assembly, finishing or fabrication; primary | | | | | | | | | C |

| | | | | | | | | | | |
|--|---|--|---|--|--|--|---|---|---|---|
| (10) Manufacturing, assembly, finishing or fabrication; secondary | | | | | | | | C | P | |
| (11) Meat processing plant | | | | | | | | | C | |
| (12) Outdoor storage, except self- storage/mini-storage | | | | | | | | | C | |
| (13) Publishing plant | | | | | | | | C | P | |
| (14) Recycling facilities | | | | | | | | | C | C |
| (15) Refining or initial processing of basic raw materials | | | | | | | | | C | |
| (16) Refuse collection facilities | | | | | | | | | C | C |
| (17) Self-storage, mini-storage | | | | | | | C | | P | |
| (18) Soil amendments packaging and processing such as peat moss, top soil and composted manure; but excluding raw manure or chemical fertilizers | | | | | | | | | C | |
| (19) Warehousing and distribution | | | | | | | | P | P | |
| (20) Waste-related uses, trash transfer station | | | | | | | | | C | C |
| (21) Wholesale establishments, including accessory offices | | | | | | | | P | P | |
| E. INSTITUTIONAL USES | | | | | | | | | | |
| (1) Cemetery | C | | C | | | | | | | |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| (2) Charitable institutions | | | | | | | P | P | P | P |
| (3) Clubs and lodges | | | | | | | P | | P | P |
| (4) Cultural facilities, including a library or museum | C | | | | | | P | P | | P |
| (5) Events or recreation center | | | | | | | C | P | | P |
| (6) Fire or police station | C | C | C | C | C | C | P | P | P | P |
| (7) Hospitals | | | | | | | C | P | P | |
| (8) Post office | | | | | | | P | | | P |
| (9) Religious institutions | P | P | P | P | P | P | P | P | P | P |
| (10) Town Hall or municipal building | | | | | | | | | | P |
| (11) Zoos, arboretum, botanical gardens, community gardens | P | | | | | | C | | | P |
| F. RECREATION USES | | | | | | | | | | |
| (1) Golf course and driving range | C | C | C | C | C | | | | | C |
| (2) Indoor commercial recreation or entertainment, including bowling alleys, movie theaters | | | | | | | P | P | P | |
| (3) Outdoor commercial recreation, including miniature golf, amusement parks | | | | | | | P | C | C | |
| (4) Outdoor playing fields | C | C | C | C | C | C | P | P | P | P |

| | | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|---|---|
| (5) Parks, both active and passive, and trails | C | C | C | C | C | C | C | P | P | P |
| (6) Recreation facilities owned or operated by the Town or other government organization with supporting accessory uses, whether publically or privately owned or operated but in no event shall accessory uses occupy more than 10% of the gross floor area of the facility | | C | C | C | C | | | | | P |
| (7) Shooting range, indoor | | | | | | | | | C | |
| (8) Shooting range, outdoor | C | | | | | | | | | |
| (9) Recreational vehicle park | C | | | | C | C | | | C | |
| G. RESIDENTIAL USES | | | | | | | | | | |
| (1) Assisted living facility or nursing home | | | | C | P | | | | | |
| (2) Bed and breakfast establishments | C | C | C | C | C | | | | | |
| (3) Group home for elderly, developmentally disabled or mentally ill persons | P | P | P | P | P | | | | | |
| (4) Group home for juvenile offenders | | | | | C | | | | | |
| (5) Group home, other | C | C | C | C | C | | | | | |
| (6) Home occupations | P | P | P | P | P | P | | P | | |
| (7) Hotels and motels | | | | | | | P | P | | |
| (8) Manufactured homes | P | P | P | P | P | P | | | | |

| | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|-----|
| (9) Mobile homes | | | | | P | | | | |
| (10) Multifamily dwelling | | | | | P | | C | | |
| (11) Rooming, lodging or boarding houses | | | | | P | | C | | |
| (12) Single-family dwelling | P | P | P | P | C | P | | | |
| (13) Two-family dwelling | | | | P | C | | | | |
| (14) Townhome dwelling | | | | C | P | | | | |
| H. FOOD AND BEVERAGE SERVICE | | | | | | | | | |
| (1) Bar, tavern, nightclub | | | | | | | P | C | C |
| (2) Brewery with tap room | | | | | | | C | C | P |
| (3) Fast food | | | | | | | P | C | C |
| (4) Fast food with drive-thru | | | | | | | C | C | C |
| (5) Restaurant, other | | | | | | | P | C | C |
| I. RETAIL USES | | | | | | | | | |
| (1) Building materials supply | C | | | | | | C | C | P |
| (2) Outdoor retail display and sales | C | | | | | | C | | C C |
| (3) Pawnshops | | | | | | | C | | C |

| | | | | | | | | | | |
|---|--|--|--|--|--|--|---|---|---|--|
| (4) Retail business, other (<5,000 sq. ft.) | | | | | | | P | P | | |
| (5) Retail business, other (>5,000 sq. ft. <25,000 sq. ft.) | | | | | | | P | C | | |
| (6) Retail business, other (>25,000 sq. ft.) | | | | | | | C | C | | |
| (7) Sexually oriented business | | | | | | | C | | P | |
| J. SERVICES | | | | | | | | | | |
| (1) Dry cleaning | | | | | | | P | | P | |
| (2) Financial services (such as banks, savings and loan and brokerages) with drive-in facilities | | | | | | | P | P | | |
| (3) Financial services (such as banks, savings and loan and brokerages) with no drive-in facilities | | | | | | | P | P | | |
| (4) Funeral homes and mortuaries | | | | | | | P | | | |
| (5) Limited equipment rental | | | | | | | P | | P | |
| (6) Offices; administrative business and professional, except health-related | | | | | | | P | P | P | |
| (7) Offices; medical, dental or other health-related, including urgent care facilities | | | | | | | P | P | C | |
| (8) Personal services, other (<5,000 sq. ft.) | | | | | | | P | P | P | |
| (9) Personal services, other (>5,000 sq. ft. <25,000 sq. ft.) | | | | | | | C | P | | |

| | | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|---|---|
| (10) Personal services, other (>25,000 sq. ft.) | | | | | | | C | P | | |
| (11) Repair, furniture and major household appliance | | | | | | | P | P | P | |
| (12) Repair, other except vehicle-related repair | | | | | | | P | P | P | |
| K. TRANSPORTATION FACILITIES | | | | | | | | | | |
| (1) Ambulance service | C | C | C | C | C | C | C | C | P | |
| (2) Heliports/helistops | | | | | | | | C | C | C |
| (3) Overnight campground and travel trailer parking | C | | | | | | C | | | |
| (4) Passenger terminal and transit facilities | | | | | | | P | P | | P |
| (5) Private automobile parking lots or parking garages as a principal use | | | | | | | C | C | C | C |
| (6) Public automobile park 'n ride (commuter) lots | | | | | | | C | P | P | P |
| L. UTILITIES AND TELECOMMUNICATIONS | | | | | | | | | | |
| (1) Overhead electric transmission lines and distribution feeder lines over 110 kV | C | C | C | C | C | C | C | C | C | C |
| (2) Public utilities, major | C | | | | | | | C | P | P |
| (3) Public utilities, minor | P | P | P | P | P | P | P | P | P | P |
| (4) Telecommunications facilities, including towers | C | C | C | C | C | C | C | C | C | C |
| (5) Eligible telecommunications facilities request | P | P | P | P | P | P | P | P | P | P |

| M. VEHICLE-RELATED SALES AND SERVICE | | | | | | | | | | |
|---|--|--|--|--|--|--|---|---|---|--|
| (1) Automobile rentals | | | | | | | C | P | P | |
| (2) Automobile washing facility | | | | | | | P | C | P | |
| (3) Major vehicle/equipment repair (includes auto body repair, paint shops and incidental sales of parts) | | | | | | | C | | C | |
| (4) Minor vehicle repair (includes minor repair where vehicles are not stored in an inoperable condition) | | | | | | | P | C | P | |
| (5) Motor vehicle dealer/sales, new and used (includes RVs, trailers, mobile homes) | | | | | | | C | C | C | |
| (6) Service stations (minor repairs included) | | | | | | | P | C | P | |
| (7) Truck stops | | | | | | | C | | C | |
| (8) Vehicle/equipment sales and rentals (other than motor vehicles) | | | | | | | C | C | P | |
| (9) Vehicle or automobile wrecking or salvage yard, including outdoor storage of inoperable vehicles | | | | | | | | | C | |
| (10) Vehicle storage (operable vehicles only) | | | | | | | | | C | |
| (11) Vehicle towing services | | | | | | | | | P | |

Sec. 16-2-430. - R-2 - Mid Density Residential District.

- (a) The R-2 District is intended to provide for the development of areas containing moderate density single-family and two-family residential dwellings.
- (b) Land uses are permitted as shown in the Land Use Table in Section 16-2-470.
- (c) Lot and building requirements shall be as shown in Table 2-5.

Table 2.5
Mid Density Residential District Standards

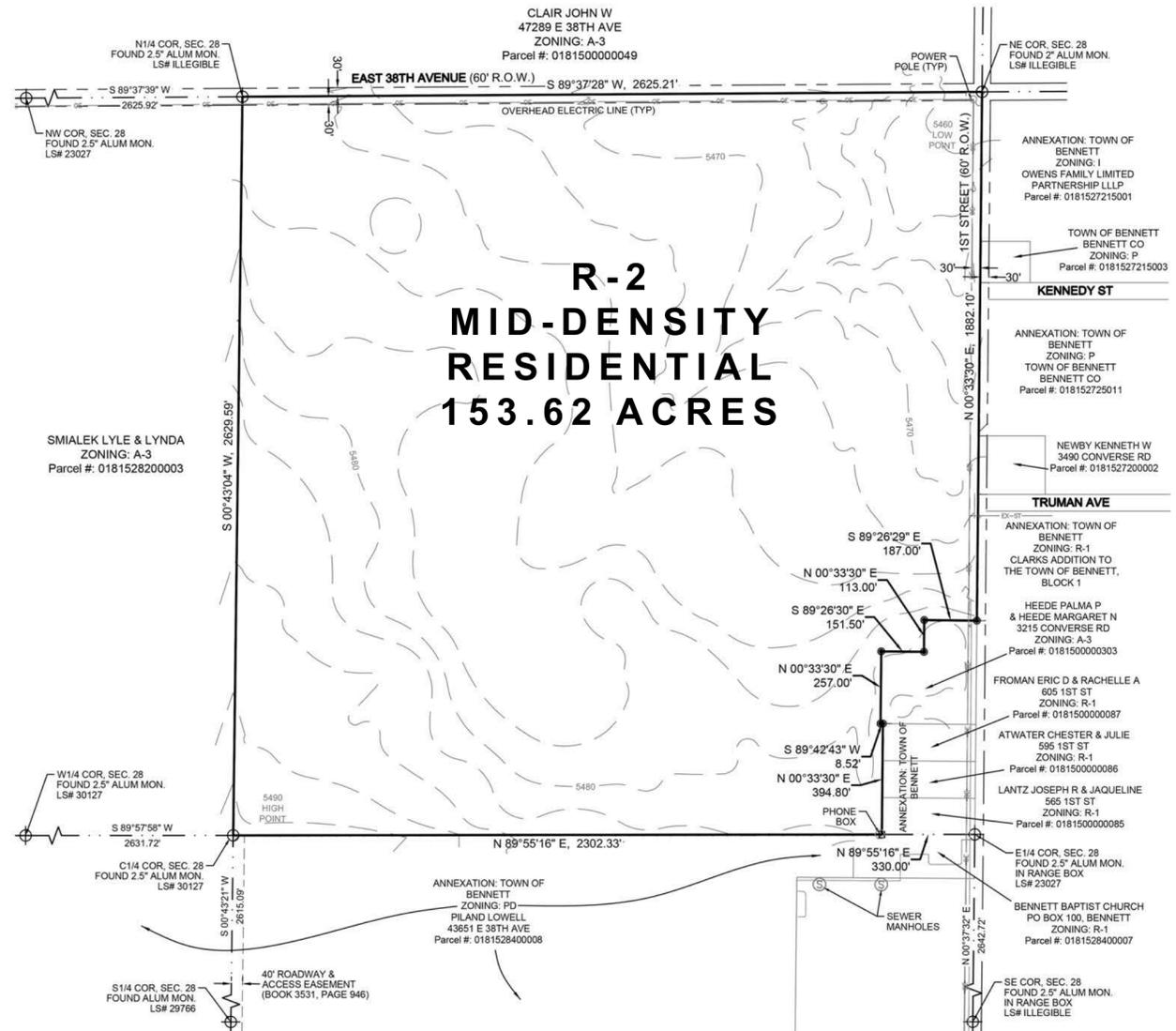
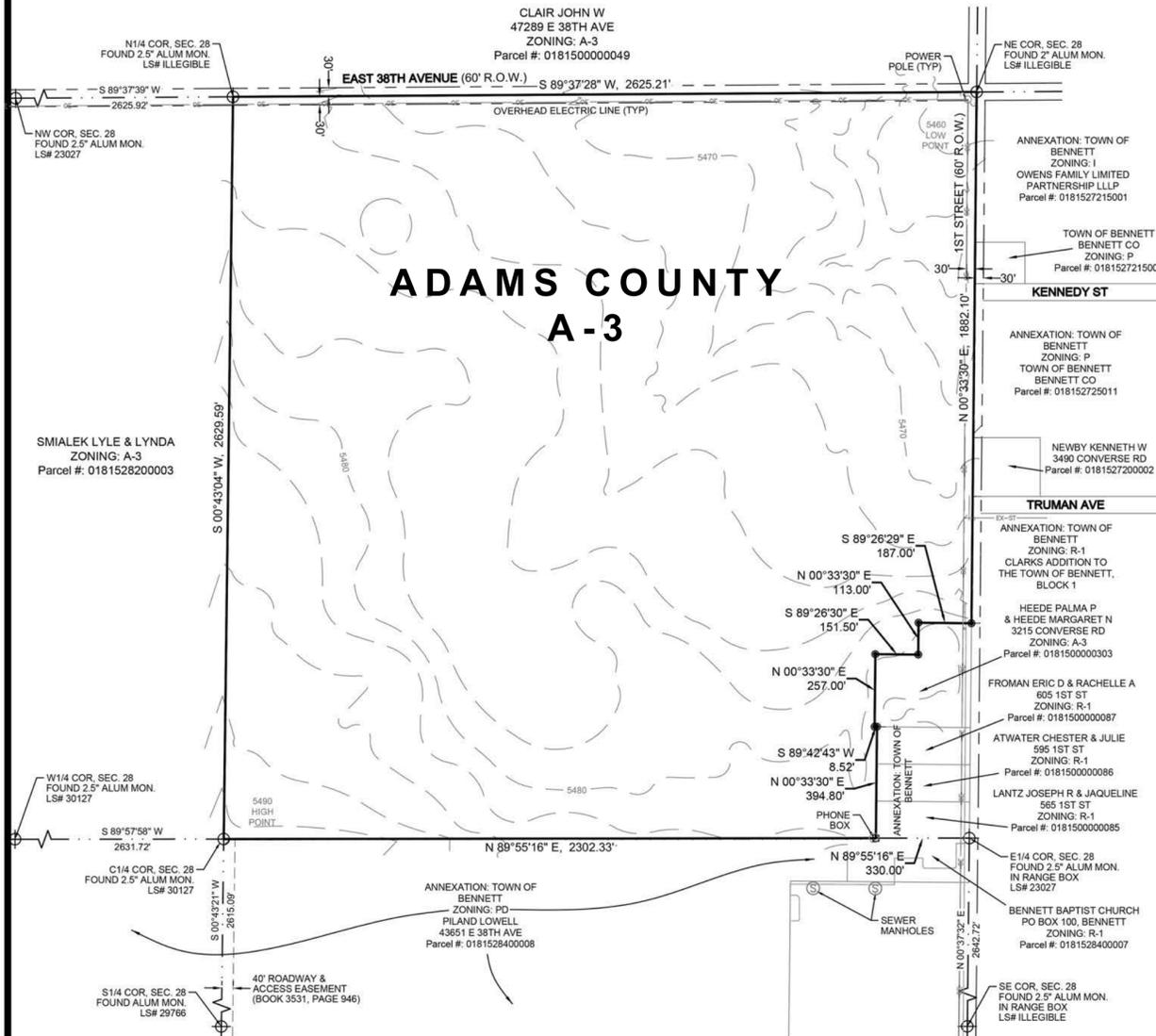
| Standard | R-2 - Mid Density Residential District |
|--|--|
| Minimum Lot Area/Dwelling Unit | 3,500 square feet |
| Minimum Lot Width | 25 feet |
| Maximum Lot Coverage | 70% |
| Minimum Floor Area/Dwelling Unit | 800 square feet |
| Minimum Front Yard Setback (Principal Structure) | 10 feet, w/ max. setback not to exceed an average of adjacent principal structures |
| Minimum Front Yard Setback (Accessory Structure) | 10 feet |
| Minimum Side Yard Setback (Principal Structure) | 5 feet |
| Minimum Side Yard Setback (Accessory Structure) | 5 feet |
| Minimum Rear Yard Setback (Principal Structure) | 10 feet |
| Minimum Rear Yard Setback (Accessory Structure) | 5 feet |
| Maximum Height (Principal Structure) | 35 feet |
| Maximum Height (Accessory Structure) | 12 feet, except detached garages, 18 feet |

ZONING AMENDMENT BENNETT NORTH TOWN OF BENNETT, COLORADO

A PARCEL OF LAND LOCATED IN THE NE1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

EXISTING ZONING

PROPOSED ZONING



**ADAMS COUNTY
A-3**

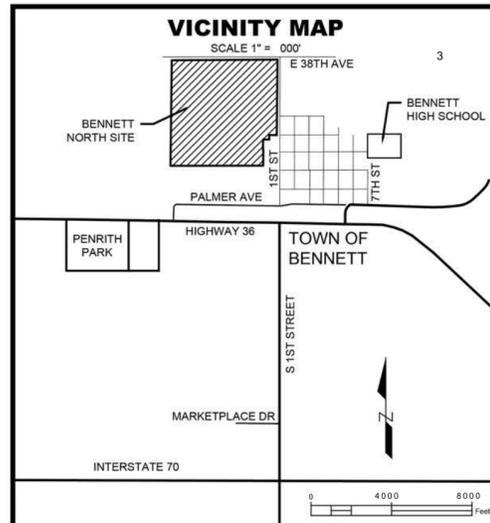
**R-2
MID-DENSITY
RESIDENTIAL
153.62 ACRES**

LEGEND:

- BOUNDARY OF PROPERTY _____
- ADJOINING PROPERTY LINE _____
- EXISTING OVERHEAD ELECTRIC _____
- EXISTING STORM PIPE _____



0 400' 800'
SCALE: 1" = 400'



PROPERTY DESCRIPTION:

THE NE1/4 SECTION 28, TOWNSHIP 3, RANGE 63,
EXCEPT THREE ACRES IN THE SE1/4 OF THE NE1/4 OF SAID SECTION 28 DESCRIBED AS:
BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4; THENCE NORTH 396'; THENCE WEST 330';
THENCE SOUTH 396'; THENCE EAST 330' TO THE POINT OF BEGINNING.
AND EXCEPT A PARCEL OF LAND SITUATED IN THE NE1/4 OF SAID SECTION 28 DESCRIBED AS:
BEGINNING AT A POINT 396.0' N00°01'E OF THE SE CORNER OF THE NE1/4 OF SAID SECTION 28; THENCE
N00°01'E A DISTANCE OF 365.0'; THENCE N89°59'W A DISTANCE OF 187.0'; THENCE S00°01'W A DISTANCE
OF 113.0'; THENCE N89°59'W A DISTANCE OF 151.5 FEET; THENCE S00°01'W A DISTANCE OF 257.0';
THENCE N89°10'13"E A DISTANCE OF 338.5', MORE OR LESS, TO POINT OF BEGINNING.
ABOVE PARCEL OF LAND INCLUDES 153.62 ACRES MORE OR LESS.

| | | | | |
|---|--|---|-----------------|----------|
| <p style="font-size: 8px;">Landscape Architecture • Planning • Entitlements</p> | <p style="font-size: 8px;">6 Inverness Ct. E. Suite, 125 Englewood, CO 80112 303.925.0544 T 303.925.0547 F www.2ncivil.com</p> | <p style="font-size: 8px;">17GV 36 NORTH LAND INVESTMENTS LLC</p> <p style="font-size: 8px;">PO BOX 4701</p> <p style="font-size: 8px;">ENGLEWOOD, CO 80155</p> | ISSUED DATE: | |
| | | | PROJECT NUMBER: | Page 190 |
| SHEET 1 OF 1 | | | | |



October 22, 2021

Mr. John Vitella
MGV 36 South Land Investments, LLC
PO Box 4701
Greenwood Village, CO 80155

Re: Bennett North
Bennett, CO
LSC #210770

Dear Mr. Vitella:

In response to your request, LSC Transportation Consultants, Inc. has prepared this Traffic Memorandum for the proposed Bennett North development. As shown on Figure 1, the site is located south of E. 38th Avenue and west of N. Converse Road in Bennett, Colorado.

REPORT CONTENTS

The report contains the following: the site location and conceptual bubble plan; the typical weekday site-generated traffic volume projections for the site; the proposed roadway network in the vicinity of the site; and the directional distribution of the projected traffic volumes to the area roadways. Town feedback on this memorandum will be used to develop a full Master TIA for the site.

LAND USE AND ACCESS

The site is proposed to be annexed to the Town and zoned R-2 Mid-Density Residential, and is estimated to yield a maximum of up to 1,228 single-family dwelling units. Access is proposed to E. 38th Avenue and N. Converse Road with future connections to the west and south as shown in the conceptual site plan in Figure 2.

ROADWAY AND TRAFFIC CONDITIONS

Area Roadways

The major roadways in the site's vicinity are shown on Figure 1 and are described below.

- **E. 38th Avenue** is an east-west, two-lane roadway north of the site. The intersection with N. Converse Road is stop-sign controlled. It will eventually be paved east to SH 79.

- **N. Converse Road** is a north-south, two-lane local roadway east of the site. The intersection with E. 38th Avenue is stop-sign controlled. The posted speed limit in the vicinity of the site is 35 mph.

TRIP GENERATION

Table 1 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for the proposed site based on the rates from *Trip Generation, 11th Edition, 2021* by the Institute of Transportation Engineers (ITE).

The site is projected to generate about 11,580 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 223 vehicles would enter and about 636 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 727 vehicles would enter and about 427 vehicles would exit.

PROPOSED ROADWAY NETWORK

Figure 3 shows the proposed roadway network in the vicinity of the site.

TRIP DISTRIBUTION

Figure 4 shows the estimated directional distribution of the site-generated traffic volumes on the area roadways. The estimates were based on the location of the site with respect to the regional population, employment, and activity centers; and the site’s proposed land use.

* * * * *

We trust our findings will assist you in gaining approval of the proposed Bennett North development. Please contact me if you have any questions or need further assistance.

Sincerely,

LSC TRANSPORTATION CONSULTANTS, INC.

By 
 Christopher S. McGranahan, PE, PTOE
 Principal



CSM/wc

10-22-21

Enclosures: Table 1
Figures 1 - 4

Table 1
ESTIMATED TRAFFIC GENERATION
Bennett North
Bennett, CO
LSC #210770; October, 2021

| Trip Generating Category | Quantity | Trip Generation Rates ⁽¹⁾ | | | | | Total Trips Generated | | | | |
|--------------------------------------|-------------------------|--------------------------------------|-----------------|------------------|-----------------|-----------------|-----------------------|------------------|-----------------|------------------|-----|
| | | Average Weekday | AM Peak-Hour In | PM Peak-Hour Out | PM Peak-Hour In | Average Weekday | AM Peak-Hour In | PM Peak-Hour Out | PM Peak-Hour In | PM Peak-Hour Out | |
| CURRENTLY PROPOSED LAND USE | | | | | | | | | | | |
| Single Family Housing ⁽²⁾ | 1,228 DU ⁽³⁾ | 9.43 | 0.182 | 0.518 | 0.592 | 0.348 | 11,580 | 223 | 636 | 727 | 427 |

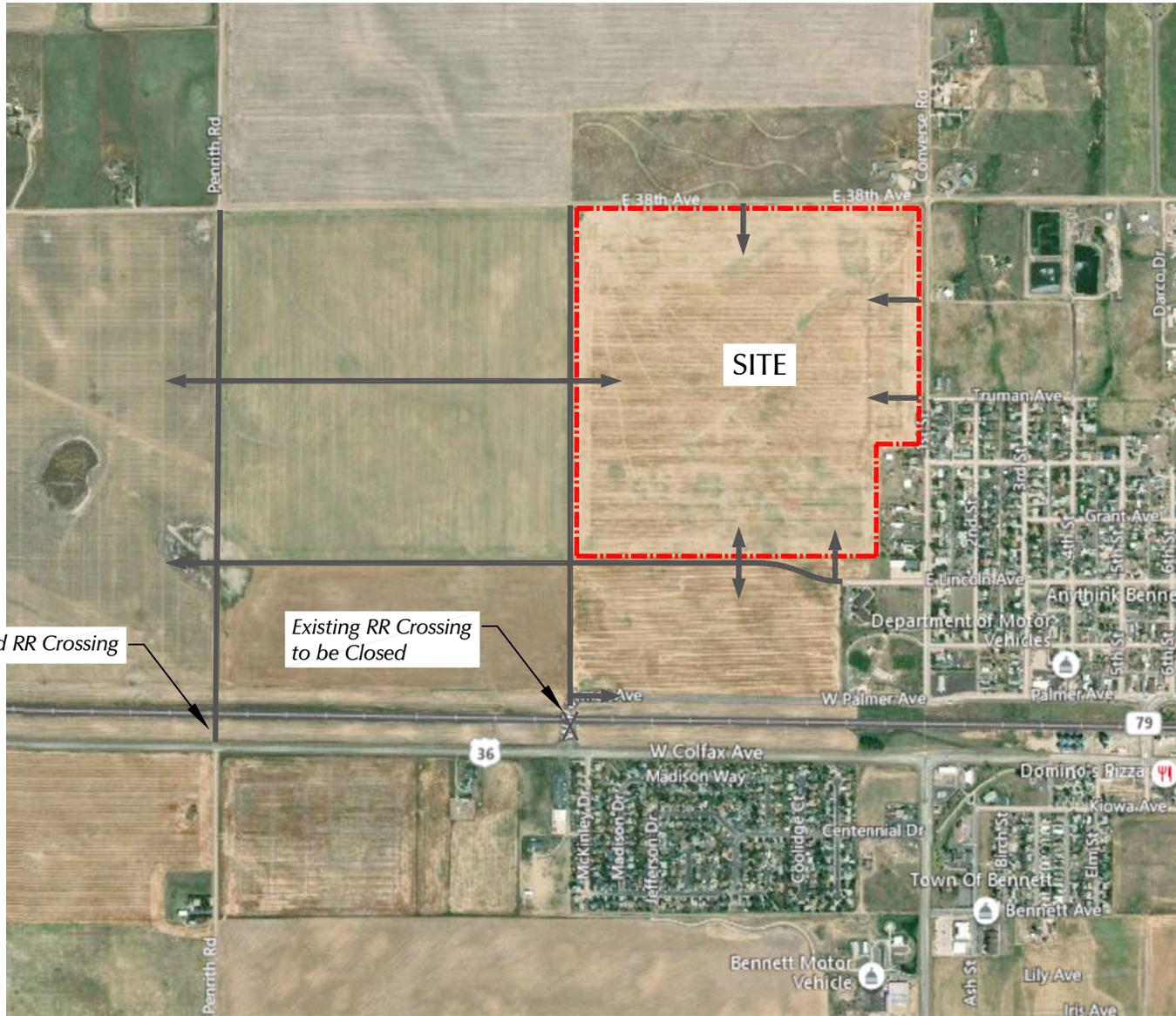
Notes:

- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition, 2021
- (2) ITE Land Use No. 210 - Single-Family Detached Housing
- (3) DU = dwelling units



Approximate Scale
Scale: 1"=1,200'

Figure 1
**Vicinity
Map**
Bennett North (LSC #210770)



Proposed RR Crossing

Existing RR Crossing
to be Closed

SITE

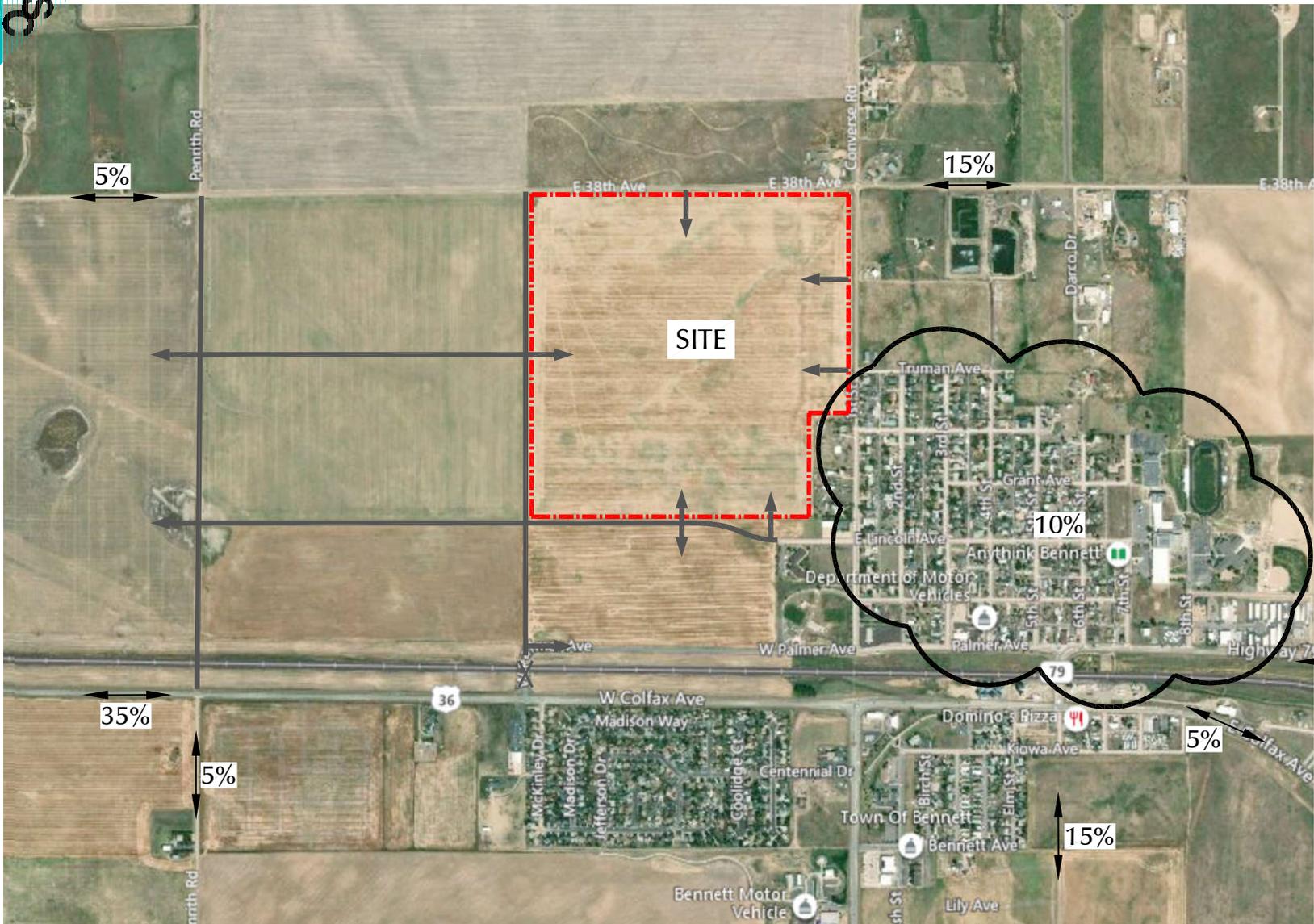
North Arrow
Approximate Scale
Scale: 1"=1,200'

Figure 3
**Proposed
Roadway Network**
Bennett North (LSC #210770)

TRANSPORTATION SOLUTIONS, INC.



Approximate Scale
Scale: 1"=1,200'



LEGEND:

 = Short-Term Percent Directional Distribution
 = Long-Term Percent Directional Distribution

Directional Distribution of Site-Generated Traffic

Bennett North (LSC #210770)



Engineering Review Memo

To: Stephen Hebert, AICP, Bennett Planning & Economic Development Manager
From: Dan Giroux, PE, Engineering Consultant to the Town
Date: Monday, February 21, 2022
Case: Mundell Annexation and Initial Zoning to R-2 / Cases 22.01 and 22.02
Subject: Engineering Review

Per the request of the Town of Bennett, Terramax, Inc. has reviewed the application materials for the proposed Mundell Annexation and Initial Zoning to R-2. This review does not relieve the applicant from meeting the Town's requirement that the development comply with all Town Codes and Standards.

I have the following comments to offer on the Mundell Annexation and Initial Zoning to R-2 materials:

Water Supply

- The property and potential development on the property would be subject to the Town of Bennett's raw water supply guidelines and requirements, including governing development impact fees, and groundwater rights credits or reimbursement policies.
- The property development will require the support of additional groundwater well development, either on the property itself, or on adjacent properties, depending on future Town well spacing, for production and efficiency, as well as other areas and properties potentially served.
- More information would be developed as the property makes its way through next steps of technical analysis and detail, should the Town view the Annexation & Zoning application favorably.

Water Distribution System

- The property is adjacent to existing Town water distribution mains to the immediate northeast, at Converse Road-First Street, and southeast, at West Lincoln Avenue.
- Both adjacent water distribution mains are within the Town of Bennett "north zone", lower pressure zone, so both can be connected.
- Connections to both mains is desired for greatest independent redundancy of Town water delivery to potential development on the property.
- The property development will require the support of additional water storage tank capacity, either on the property itself, or on adjacent properties, depending on future Town water storage tank spacing, for maximum water service efficiency and benefit, as well as other areas and properties potentially served.

Sanitary Sewer System / Wastewater Treatment

- The property is near an existing 8-inch Truman Avenue sanitary sewer main, existing 12-inch First Street sanitary sewer main, and existing 8-inch West Lincoln Avenue sanitary sewer main.
- Although capacity in these existing sanitary sewer mains may allow for minor early-start/early-phase development of parts of the Mundell property, it is expected that the great majority of the

property will require service by means of an "East 38th Avenue" collection main, which would conceptually be a portion of the Town's "Western Sanitary Sewer Bypass" project.

- The Western Sanitary Sewer Bypass project is envisioned to proceed west from the Town's existing Water Reclamation Facility (WRF) along E 38th Avenue, providing gravity sanitary sewer service to significant areas west of First Street, including the Mundell property.
- Development of the Mundell property with the proposed Zoning will require expansion of the Town's Water Reclamation Facility at East 38th Avenue.
 - The Town is currently conducting detailed technical studies for expansion of the existing WRF to support additional development, while also addressing improved effluent water quality, and especially treatment to quality levels supporting highly flexible and robust reuse water programs.
- The Mundell development would support the WRF expansion via Wastewater Development Impact Fees.
 - These Fees are evaluated regularly by Town Staff, and reviewed with the Town Board of Trustees, to ensure the Town is collecting appropriate development fees to support required WRF expansion and upgrades.

Access

- The property is immediately adjacent to East 38th Avenue within Adams County, and Converse Road, which is currently shared jurisdiction with Adams County, including shared maintenance responsibilities, managed via Intergovernmental Agreement.
- The Town should consider and evaluate the prior success and benefit of the split-jurisdiction rights-of-way annexation with Adams County, and whether annexation of the full right-of-way for adjacent roads is more desirable and practical.
- Road system access, improvements, connections and traffic impact management will be the subject of significant detailed technical analysis, proposals and design as the property goes through ensuing entitlement review, including Sketch Plan and Subdivision, should the Town view the Annexation & Zoning application favorably.

Stormwater Management

- The property incorporates a local area drainageway from the south, generally draining off-site properties, and this property, north to East 38th Avenue, and beyond.
- Stormwater management for the property and potential development on the property will be attention-worthy, to even challenging, due to low-lying flat areas on-site discharging into slow-draining stormwater outfalls to the north.
- The stormwater management challenges are advisory only at this point, and will need to be considered and answered through potential property development concepts and design.
- It is anticipated that these stormwater challenges can be addressed for potential development on the property.

Steve, this concludes my engineering review of the application materials for the proposed Mundell Annexation and Initial Zoning to R-2 by the applicant. Please let me know if you have any questions, or require additional information pertaining to the submitted information, or my review.

9191 Jamaica Street
Englewood, CO 80112
United States
T +1.303.771.0900

www.jacobs.com

Subject Bennett North (Mundell) Zoning

Attention Steve Hebert, AICP, Bennett Planning & Economic Development Manager
Sara Aragon, Community Development Manager

From Mike Heugh, PE
Town Traffic Engineer

Date February 16, 2022

Copies to Dan Giroux, PE, Town Engineer

Bennett North (Mundell) Zoning, Traffic Memorandum (Oct 2021) – Town Traffic Comments

1. Please change the portions of N. Converse Rd that are south of 38th Ave. to 1st Street.
2. Figure 4 shows short-term and long-term, but only 1 term is shown. Please update.
3. Please explain thoughts on 35% of traffic traveling on Colfax Ave. It seems high.
4. If/When a Master TIS is prepared for this parcel, please consider all intersections that may experience significant additional site-generated traffic (when compared to background traffic). For example, Palmer/79 & Adams and intersections along that route to I-70. Also, some/most of the 15% that travels on 38th Ave would likely find their route back through that intersection.



Bennett-Watkins Fire Rescue

District Office: 303-644-3572 Fax: 303-644-3401

355 4th Street, Bennett, CO 80102

Email: LifeSafety@BennettFireRescue.org

"Striving to Preserve Life and Property"

February 15th, 2022

Steve Hebert
Town Planner
Town of Bennett
Re: Bennett North (Mundell) Zoning – Case 22.02

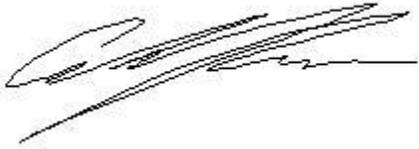
Planner Hebert,

In regards to the submission for Bennett North (Mundell) Zoning – Case 22.02, Bennett-Watkins Fire Rescue (BWFR) has the following comments and considerations:

- BWFR has no objections to the proposed zoning case.
- The developer shall confer with Bennett Fire Protection District and ensure that the proposed development conforms to adopted (IFC) fire code standards.
- The developer shall ensure the proposed municipal water systems pertaining to hydrant distribution fire suppression is adequate to protect the proposed development as well as meet design expectations of both the Town of Bennett as well as Bennett-Watkins Fire Rescue. Considerations for design requirement shall include adopted codes and standards as well as ISO distribution and fire flow requirements.
- It is recommended that the developer work directly with Bennett-Watkins Fire Rescue, ISO, and Town of Bennett Staff to provide and review information pertaining to the needed fire flows for the proposed development. This information should be vetted against International Fire Code Requirements as well as ISO requirements. It is also likely that this information will also be required by the Town to include for hydraulic system modeling.
- Areas of the development that include wildland-urban interface, greenbelts, or other open space areas are of particular concern for the Fire District. BWFR is interested in working with the developer to ensure that adequate access is provided to these areas should there be a need for vehicle access for wildfire suppression. As each development is unique, it is recommended that the developer work directly with BWFR to examine these interface areas and determine what access and service needs exist.
- Development access requirements are based on the adopted fire code applicable to the development. Two BWFR approved access points are required after the 30th dwelling unit is constructed. These access points are required to follow the remoteness guidelines, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. The only exception to this requirement is if all dwelling units are constructed with approved automatic sprinkler systems and approved by BWFR.
- BWFR will incur unmet capital costs associated with new development. To address the needs of this unmet capital cost, BWFR has partnered with the Town to enact a development fee policy which

establishes fees due for all new types of development. It is likely that fees will apply to the new proposed development. If the developer has additional questions or concerns regarding Fire District development fees or policies, they can contact the District Office at 303-644-3572.

Thank You

A handwritten signature in black ink, appearing to read 'Caleb J. Connor', with a stylized flourish at the end.

Caleb J. Connor
Fire Marshal
Life Safety Division
Bennett-Watkins Fire Rescue
303-644-3572 - Headquarters / 720-893-7672 - Direct
www.BennettFireRescue.org



Steve Hebert <shebert@bennett.co.us>

RE: Bennett North (Mundell) Zoning

1 message

Brooks Kaufman <BKaufman@core.coop>
To: Steve Hebert <shebert@bennett.co.us>

Wed, Feb 16, 2022 at 7:00 AM

Dear Steve

CORE Electric Cooperative has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, and service requirements. We are advising you of the following concerns and comments:

CORE Electric Cooperative is requesting the Town of Bennett notify the undersigned after approval of the proposed annexation has been finalized. This notification will allow our mapping department to make the necessary changes to keep our mapping system and Town of Bennett franchise agreement updated.

CORE Electric Cooperative will request easements at the time of platting and site development plan. In addition the applicant will be required to extend two underground electrical feeders for the development from the existing Victory Substation located at 56th and Converse.

Respectfully

Brooks Kaufman

Lands and Rights of Way Manager

800.332.9540 MAIN

720.733.5493 DIRECT

303.912.0765 MOBILE

www.core.coop.





From: Town of Bennett Planning <planning@bennett.co.us>

Sent: Wednesday, January 26, 2022 3:04 PM

To: LBajelan@adcogov.org; ksmalley@adcogov.org; United States Postal Service <sarah.e.zawatzki@usps.gov>; Bennett School District 29J ATTN: Robin Purdy <robinp@bsd29j.com>; Bennett School District 29J: ATTN: Jennifer West <jenniferw@bsd29j.com>; Bennett School District 29J: ATTN: Keith Yaich <keithy@bsd29j.com>; Robin Price <rprice@bennett.co.us>; Daymon Johnson <djohnson@bennett.co.us>; Steve Hebert <shebert@bennett.co.us>; Bennett Rec District <director@bennettrec.org>; Victoria Flamini <VictoriaFlamini@bennettfirerescue.org>; Bennett Watkins Fire Rescue <calebconnor@bennettfirerescue.org>; GVanderstraten@summitutilitiesinc.com; JGutierrez@summitutilitiesinc.com; Patw@esrta.coop; Regional Economic Advancement Partnership <julio.iturreria@i-70reap.com>; Brooks Kaufman <BKaufman@core.coop>; Jehn Water Consultants Inc <gburke@jehnwater.com>; Melinda Culley <melinda@kellypc.com>; Daniel Giroux <dangiroux@terramax.us>; Heugh, Michael <Michael.Heugh@jacobs.com>

Subject: Bennett North (Mundell) Zoning

CAUTION:

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello All,

Below is a Dropbox link to the Bennett North (Mundell) Zoning referral package. We appreciate your review and comments. Please send your comments back via this email address or by mail to Town Hall by February 16, 2022.

<https://www.dropbox.com/sh/0jdza5o237h5rk1/AAB25iJgdkaAGNCDGuXN5S53a?dl=0>

If you have any questions, please email or call Steve Hebert at shebert@bennett.co.us or the phone number below.



Planning Department
207 Muegge Way | Bennett CO, 80102
(303)644-3249 | planning@bennett.co.us
townofbennett.colorado.gov



Steve Hebert <shebert@bennett.co.us>

Re: Mundell/Bennett North Annexation AND Rezoning Clarification

1 message

Keith Yaich <KeithY@bsd29j.com>
To: Steve Hebert <shebert@bennett.co.us>
Cc: Jennifer West <jenniferw@bsd29j.com>

Tue, Feb 1, 2022 at 12:21 PM

sounds good. we don't have a comment 😊

Keith Yaich
CFO-Treasurer to the Board
615 7th Street
Bennett, CO 80102
720-810-0584 cell
303-644-3234 ext 8204 office
303-644-4121 fax
GO TIGERS!!!

"It's not wanting to win that makes you a winner; It's refusing to fail."

Peyton Manning

From: Steve Hebert <shebert@bennett.co.us>
Sent: Tuesday, February 1, 2022 12:20 PM
To: Keith Yaich <KeithY@bsd29j.com>
Cc: Jennifer West <jenniferw@bsd29j.com>
Subject: Re: Mundell/Bennett North Annexation AND Rezoning Clarification

Yes, that's correct. It will be at the plat stage you decide if you want land or cash-in-lieu.



Steve Hebert, AICP
Planning & Economic Development Manager
207 Muegge Way | Bennett CO, 80102
(303)644-3249 ext. 1030 | shebert@bennett.co.us
townofbennett.colorado.gov

On Tue, Feb 1, 2022 at 12:01 PM Keith Yaich <KeithY@bsd29j.com> wrote:
Just wondering what you may need from us formally. We don't have any issues with rezoning. We just want to make sure we address district needs. Which should be in the plat phase correct?

Keith Yaich
 CFO-Treasurer to the Board
 615 7th Street
 Bennett, CO 80102
 720-810-0584 cell
 303-644-3234 ext 8204 office
 303-644-4121 fax
 GO TIGERS!!!

"It's not wanting to win that makes you a winner; It's refusing to fail."

Peyton Manning

From: Steve Hebert <shebert@bennett.co.us>
Sent: Wednesday, January 26, 2022 6:27 PM
To: Brooks Kaufman <BKaufman@core.coop>
Cc: Town of Bennett Planning <planning@bennett.co.us>; LBajelan@adcogov.org <LBajelan@adcogov.org>; ksmalley@adcogov.org <ksmalley@adcogov.org>; United States Postal Service <sarah.e.zawatzki@usps.gov>; Robin Purdy <robinp@bsd29j.com>; Jennifer West <jenniferw@bsd29j.com>; Keith Yaich <KeithY@bsd29j.com>; Robin Price <rprice@bennett.co.us>; Daymon Johnson <djohnson@bennett.co.us>; Bennett Rec District <director@bennettrec.org>; Victoria Flamini <VictoriaFlamini@bennettfirerescue.org>; Bennett Watkins Fire Rescue <calebconnor@bennettfirerescue.org>; GVanderstraten@summitutilitiesinc.com <GVanderstraten@summitutilitiesinc.com>; JGutierrez@summitutilitiesinc.com <JGutierrez@summitutilitiesinc.com>; Patw@esrta.coop <Patw@esrta.coop>; Regional Economic Advancement Partnership <julio.iturreria@i-70reap.com>; Jehn Water Consultants Inc <gburke@jehwater.com>; Melinda Culley <melinda@kellypc.com>; Daniel Giroux <dangiroux@terramax.us>; Heugh, Michael <Michael.Heugh@jacobs.com>
Subject: Re: Mundell/Bennett North Annexation AND Rezoning Clarification

Did that help clarify?



Steve Hebert, AICP
 Planning & Economic Development Manager
 207 Muegge Way | Bennett CO, 80102
 (303)644-3249 ext. 1030 | shebert@bennett.co.us
townofbennett.colorado.gov

On Wed, Jan 26, 2022 at 3:20 PM Steve Hebert <shebert@bennett.co.us> wrote:

Sorry for any confusion. There are two separate applications. One is a petition for Annexation of the 153 acres, the other is an application for the Rezoning of the 153 acres from Adams County A-3 zoning to Town of Bennett R-2 zoning. Many of the attachments are the same.

Please feel free to combine your comments into one referral response. For many of you, it may not matter if the property is annexed or not, what might be more significant is the proposed zoning of the property to R-2. Please call or email me with any questions.

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Steve Hebert, AICP
Planning & Economic Development Manager
 207 Muegge Way | Bennett CO, 80102
 (303)644-3249 ext. 1030 | shebert@bennett.co.us
 townofbennett.colorado.gov

On Wed, Jan 26, 2022 at 3:09 PM Brooks Kaufman <BKaufman@core.coop> wrote:

Is this a duplicate of the referral earlier in the day.

Brooks Kaufman

Lands and Rights of Way Manager

800.332.9540 MAIN

720.733.5493 DIRECT

303.912.0765 MOBILE

www.core.coop.



From: Town of Bennett Planning <planning@bennett.co.us>

Sent: Wednesday, January 26, 2022 3:04 PM

To: LBajelan@adcogov.org; ksmalley@adcogov.org; United States Postal Service <sarah.e.zawatzki@usps.gov>; Bennett School District 29J ATTN: Robin Purdy <robinp@bsd29j.com>; Bennett School District 29J: ATTN: Jennifer West <jenniferw@bsd29j.com>; Bennett School District 29J: ATTN: Keith Yaich <keithy@bsd29j.com>; Robin Price <rprice@bennett.co.us>; Daymon Johnson <djohnson@bennett.co.us>; Steve Hebert <shebert@bennett.co.us>; Bennett Rec District <director@bennettrec.org>; Victoria Flamini <VictoriaFlamini@bennettfirerescue.org>; Bennett Watkins Fire Rescue <calebconnor@bennettfirerescue.org>; GVanderstraten@summitutilitiesinc.com; JGutierrez@summitutilitiesinc.com; Patw@esrta.coop; Regional Economic Advancement Partnership <julio.iturreria@i-70reap.com>; Brooks Kaufman <BKaufman@core.coop>; Jehn Water Consultants Inc <gburke@jehnwater.com>; Melinda Culley <melinda@kellypc.com>; Daniel Giroux <dangiroux@terramax.us>; Heugh, Michael <Michael.Heugh@jacobs.com>

Subject: Bennett North (Mundell) Zoning

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Hello All,

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<https://www.dropbox.com/sh/0jdz5o237h5rk1/AAB25iJgdkaAGNCDGuXN5S53a?dl=0>

If you have any questions, please email or call Steve Hebert at shebert@bennett.co.us or the phone number below.



Planning Department
207 Muegge Way | Bennett CO, 80102
(303)644-3249 | planning@bennett.co.us
townofbennett.colorado.gov



Planning Town Of Bennett <planning@bennett.co.us>

RE: Bennett North (Mundell) Zoning

1 message

Karl Smalley <KSmalley@adcogov.org>
To: Town of Bennett Planning <planning@bennett.co.us>

Wed, Jan 26, 2022 at 7:33 PM

The Adams County Sheriff's Office has no concerns with either project.

Karl Smalley

Commander

From: Town of Bennett Planning <planning@bennett.co.us>
Sent: Wednesday, January 26, 2022 3:04 PM
To: Layla Bajelan <LBajelan@adcogov.org>; Karl Smalley <KSmalley@adcogov.org>; United States Postal Service <sarah.e.zawatzki@usps.gov>; Bennett School District 29J ATTN: Robin Purdy <robinp@bsd29j.com>; Bennett School District 29J: ATTN: Jennifer West <jenniferw@bsd29j.com>; Bennett School District 29J: ATTN: Keith Yaich <keithy@bsd29j.com>; Robin Price <rprice@bennett.co.us>; Daymon Johnson <djohnson@bennett.co.us>; Steve Hebert <shebert@bennett.co.us>; Bennett Rec District <director@bennettrec.org>; Victoria Flamini <VictoriaFlamini@bennettfirerescue.org>; Bennett Watkins Fire Rescue <calebconnor@bennettfirerescue.org>; GVanderstraten@summitutilitiesinc.com; JGutierrez@summitutilitiesinc.com; Patw@esrta.coop; Regional Economic Advancement Partnership <julio.iturreria@i-70reap.com>; Brooks Kaufman <BKaufman@core.coop>; Jehn Water Consultants Inc <gburke@jehnwater.com>; Melinda Culley <melinda@kellypc.com>; Daniel Giroux <dangiroux@terramax.us>; Heugh, Michael <Michael.Heugh@jacobs.com>
Subject: Bennett North (Mundell) Zoning

Please be cautious: This email was sent from outside Adams County

Hello All,

Below is a Dropbox link to the Bennett North (Mundell) Zoning referral package. We appreciate your review and comments. Please send your comments back via this email address or by mail to Town Hall by February 16, 2022.

<https://www.dropbox.com/sh/0jdza5o237h5rk1/AAB25iJgdkaAGNCDGuXN5S53a?dl=0>

If you have any questions, please email or call Steve Hebert at shebert@bennett.co.us or the phone number below.



Planning Department
207 Muegge Way | Bennett CO, 80102
(303)644-3249 | planning@bennett.co.us
townofbennett.colorado.gov

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TOWN OF BENNETT PLANNING AND ZONING COMMISSION

RESOLUTION NO. 2022-06

**A RESOLUTION RECOMMENDING APPROVAL OF INITIAL ZONING FOR
BENNETT NORTH, CASE NO. 22.02**

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Bennett a request for approval of initial zoning of the Bennett North property, which property is legally described in Exhibit A (the "Property"); and

WHEREAS, the Property is currently zoned A-3 District in unincorporated Adams County and the proposed zoning for the Property is R-2 – Mid Density Residential District upon annexation into the Town of Bennett;

WHEREAS, all materials related to the proposed zoning have been reviewed by Town Staff and found to be in compliance with Town ordinances, regulations and policies; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds that the proposed zoning should be approved if the Property is annexed into the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Planning and Zoning Commission hereby recommends that the Bennett North property described in Exhibit A be zoned to R-2 – Mid Density Residential District.

PASSED AND ADOPTED THIS 28nd DAY OF FEBRUARY 2022.



Chairperson

ATTEST:



Christina Hart, Secretary



EXHIBIT A
Legal Description
Bennett North Property

THE NE1/4 SECTION 28, TOWNSHIP 3, RANGE 63.

EXCEPT THREE ACRES IN THE SE1/4 OF THE NE1/4 OF SAID SECTION 28
DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4; THENCE NORTH 396';
THENCE WEST 330'; THENCE SOUTH 396'; THENCE EAST 330' TO THE POINT OF
BEGINNING.

AND EXCEPT A PARCEL OF LAND SITUATED IN THE NE1/4 OF SAID SECTION 28
DESCRIBED AS:

BEGINNING AT A POINT 396.0' N00°01'E OF THE SE CORNER OF THE NE1/4 OF SAID
SECTION 28; THENCE N00°01'E A DISTANCE OF 365.0'; THENCE N89°59'W A
DISTANCE OF 187.0'; THENCE S00°01'W A DISTANCE OF 113.0'; THENCE N89°59'W A
DISTANCE OF 151.5 FEET; THENCE S00°01'W A DISTANCE OF 257.0'; THENCE
N89°10'13"E A DISTANCE OF 338.5', MORE OR LESS, TO POINT OF BEGINNING.

ABOVE PARCEL OF LAND INCLUDES 153.62 ACRES MORE OR LESS.

ORDINANCE NO. 740-22

**AN ORDINANCE ZONING PROPERTY ANNEXED TO THE TOWN OF BENNETT
AND KNOWN AS THE BENNETT NORTH ANNEXATION**

WHEREAS, a petition for annexation of certain property, known as the Bennett North Annexation, was filed with the Board of Trustees of the Town of Bennett; and

WHEREAS, the property was annexed to the Town by ordinance; and

WHEREAS, the Board of Trustees must provide for the zoning of the property; and

WHEREAS, the Board of Trustees provided notice of the public hearing on said zoning by publication as provided by law; and

WHEREAS, no protests were received by the Town pursuant to C.R.S. § 31-23-305; and

WHEREAS, the landowner of the property requested the property set forth in Exhibit A be zoned R-2 – Mid Density Residential District; and

WHEREAS, the R-2 – Mid Density Residential District zoning classification as requested is consistent with the Town’s plan for the area encompassed by the Bennett North Annexation; and

WHEREAS, the Bennett Planning and Zoning Commission has held a public hearing on the landowner’s zoning request and forwarded its recommendation to the Board of Trustees, and the Board of Trustees has duly considered that recommendation.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. That certain property contained within the Bennett North Annexation to the Town of Bennett, the legal description of which is set forth in Exhibit A attached hereto and made a part hereof, is hereby zoned R-2 – Mid Density Residential District pursuant to the zoning ordinances of the Town, and the Town zoning map shall be amended accordingly.

**INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
BY TITLE ONLY THIS 22nd DAY OF MARCH 2022.**

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Taeler Houlberg, Town Clerk Pro Tem

EXHIBIT A - LEGAL DESCRIPTION
Bennett North Annexation

THE NE1/4 SECTION 28, TOWNSHIP 3, RANGE 63,

EXCEPT THREE ACRES IN THE SE1/4 OF THE NE1/4 OF SAID SECTION 28 DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4; THENCE NORTH 396'; THENCE WEST 330'; THENCE SOUTH 396'; THENCE EAST 330' TO THE POINT OF BEGINNING.

AND EXCEPT A PARCEL OF LAND SITUATED IN THE NE1/4 OF SAID SECTION 28 DESCRIBED AS: BEGINNING AT A POINT 396.0' N00°01'E OF THE SE CORNER OF THE NE1/4 OF SAID SECTION 28; THENCE N00°01'E A DISTANCE OF 365.0'; THENCE N89°59'W A DISTANCE OF 187.0'; THENCE S00°01'W A DISTANCE OF 113.0'; THENCE N89°59'W A DISTANCE OF 151.5 FEET; THENCE S00°01'W A DISTANCE OF 257.0'; THENCE N89°10'13"E A DISTANCE OF 338.5', MORE OR LESS, TO POINT OF BEGINNING.

ABOVE PARCEL OF LAND INCLUDES 153.62 ACRES MORE OR LESS.

Suggested Motion

I move to approve Ordinance No. 740-22 – An ordinance zoning property annexed to the Town of Bennett and known as the Bennett North Annexation.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Melinda Culley, Town Attorney
Dan Giroux, Town Engineer
DATE: March 22, 2022
SUBJECT: Brunner Subdivision Agreement

Background

On February 8, the Board of Trustees approved a Final Plat for the Brunner Subdivision, which will allow up to 87 single-family detached lots on the south side of US Hwy 36/Colfax Ave, just east of the SkyView Subdivision. As a condition of approval, the Subdivider is required to enter into a Subdivision Agreement (SA) regarding the public improvements for the project.

Notable provisions of the proposed SA for the Brunner Subdivision include:

- The Subdivider is responsible for constructing approximately \$4 million in public improvements.
- The Subdivider will pay the Town's costs for improving the Penrith Park lift station to accommodate sewage flows from the Brunner Subdivision. The Town's Water Engineer is finalizing cost estimates for those improvements, which will be added to the SA before it is executed. If the actual cost exceeds the estimated cost, the Muegge Farms Metro District No. 3 will be responsible for 50% of the overages. The Subdivider is allowed up to 25 building permits and certificates of occupancy (COs) prior to completion of the lift station improvements.
- Muegge Farms Metro District No. 3 will be responsible for constructing the following off-site road improvements:
 - o the eastern half-section of Penrith Road between Civic Center Drive and the limits of the Penrith Park Subdivision;
 - o the full section of Civic Center Drive between Penrith Road and Foggy Street;
 - o the southern half-section of Civic Center Drive between Foggy Street and the western limit of Civic Center Drive to be constructed as part of Muegge Farms Filing No. 4; and
 - o the Lark Sparrow Way extension between the Brunner Subdivision and Civic Center Drive.
- Subdivider will be allowed up to 5 building permits and COs for model homes prior to completion of the off-site road improvements. The model homes may be open to the public for walk-throughs and general community sales purposes, but not occupied as a living space prior to completion of the off-site road improvements.

As noted above, cost estimates for the lift station improvements and other public improvements are still being finalized. Therefore, the enclosed resolution approves the SA, subject to finalization and approval of the cost estimates and exhibits by the Town Engineer.

Staff Recommendation

Staff recommends adopting Resolution No. 909-22. Alternatively, the Board can provide Town staff direction on revisions to the proposed SA.

Attachments

1. Brunner Subdivision Agreement
2. Construction Cost Estimate
3. Landscape Construction Cost Estimate
4. Draft Resolution No. 909-22

**SUBDIVISION AGREEMENT
BRUNNER SUBDIVISION**

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the **TOWN OF BENNETT**, a Colorado municipal corporation, whose address is 207 Muegge Way, Bennett, CO 80102 ("Town"), and MGV 36 SOUTH LAND INVESTMENTS, LLC, whose address is P.O. Box 4701, Greenwood Village, CO 80155 ("Subdivider"), and MUEGGE FARMS METROPOLITAN DISTRICT NO. 3 ("District").

WHEREAS, Subdivider has submitted a Final Subdivision Plat for the Brunner Subdivision ("Subdivision" or "Plat"), including utility plans for the Subdivision, a copy of which Plat is attached hereto as Exhibit "A" and incorporated herein by reference, and which Plat has been reviewed and approved by the Planning Commission and Town Board of Trustees; and

WHEREAS, the Subdivision is to be developed under applicable provisions of the Bennett Municipal Code; and

WHEREAS, no additional filings are anticipated, and this Agreement applies only to the Brunner Subdivision; and

WHEREAS, the subdivision regulations of the Town require that the Subdivider enter into a Subdivision Agreement ("Agreement") with the Town relative to improvements related to the Subdivision;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Subdivision Obligation. Subdivider shall be responsible for performance of the covenants set forth herein.

1.2 Engineering Services. Subdivider agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Subdivision and the Schedule of Improvements described in Exhibit "B", attached hereto and incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and, except as otherwise provided in this Agreement, shall conform to the standards and criteria for public improvements as established and approved by the Town as of the date of submittal to the Town.

1.3 Construction Standards and Deadline; Phasing Plan. (a) Subdivider shall construct all improvements required by this Agreement, including but not limited to all water lines, sanitary sewer collection lines, storm sewer lines, streets, curbs, gutter, sidewalks, landscaping, bikepaths,

and any other improvements constructed in relation to the Subdivision, in accordance with plans and specifications approved in writing by the Town, and with the approved plat, and in full conformity with the Town's construction specifications applicable at the time of construction plan approval. Such approval shall continue in effect for three (3) years from the date of such approval. In the event that the Subdivider commences or performs any construction after such three (3) year period, the Subdivider shall resubmit the project utility plans to the Town for reexamination. The Town may require the Subdivider to comply with the approved Town standards and specifications that are in effect at the time of resubmittal.

(b) Construction of public improvements shall be complete, and conditional acceptance of the public improvements shall be requested, by no later than three (3) years from the commencement of construction per Section 1.3 above. The deadline for completion shall not be in the winter season [November 1-March 1] unless extended, weather permitting, at the discretion of the Public Works Director.

(c) Subdividers and the Town agree that the public improvements will be constructed in one (1) phase.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the Town shall be made to the Town Administrator or designee, and all approvals required of the Town in connection with this Agreement shall be rendered by the Town's Mayor, or the Mayor's designee. The Town Engineer shall have general responsibility for coordinating development with Subdivider.

1.5 Plan Submission and Approval. Subdivider shall furnish to the Town complete plans for public improvements for the Subdivision, and obtain approval of such plans prior to the commencement of any construction work thereon. The Town shall issue its written approval or disapproval of said plans as expeditiously as reasonably possible. Said approval or disapproval shall be based upon the standards and criteria for public improvements as established and approved by the Town, and the Town shall notify Subdivider of all deficiencies which must be corrected prior to approval. All deficiencies shall be corrected and said plans shall be resubmitted to and approved by the Town prior to the construction of any improvements. In addition to the foregoing, all sanitary sewer and storm drainage plans shall be submitted to and shall require the approval of the sanitation district serving the property prior to the commencement of any construction work on such improvements.

1.6 Conditional Acceptance. No later than fourteen (14) days after improvements are completed for the Subdivision, Subdivider shall request inspection by the Town. If Subdivider does not request this inspection within fourteen (14) days of completion of improvements, the Town may conduct the inspection without the approval of Subdivider. Subdivider shall provide "as-built" drawings, in both hard copy and electronic file format acceptable to the Town, and a certified statement of construction costs no later than forty-five (45) days after improvements are completed. If Subdivider has not completed the improvements on or before the completion dates set forth in Section 1.14 herein, the Town may exercise its rights to secure performance as provided in Section

8.1 of this Agreement. If improvements completed by Subdivider are satisfactory, the Town shall grant "initial acceptance", which shall be subject to "final acceptance" as set forth herein. If improvements completed by Subdivider are unsatisfactory, the Town shall provide written notice to Subdivider of the repairs, replacements, construction or other work required to receive "conditional acceptance." Subdivider shall complete all needed repairs, replacements, construction or other work within sixty (60) days of said notice, weather permitting. After Subdivider completes the repairs, replacements, construction, or other work required, Subdivider shall request of the Town a re-inspection of such work to determine if conditional acceptance can be granted, and the Town shall provide written notice to Subdivider of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Subdivider's expense. If Subdivider does not complete the repairs, replacements, construction or other work required within sixty (60) days of said notice, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement. The Town reserves the right to schedule reinspections, depending upon scope of deficiencies.

1.7 Maintenance and Warranty of Improvements. For a two (2) year period from the date of "conditional acceptance" of any improvements of the Subdivision, Subdivider shall warrant all said improvements and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the Town, shall become necessary. If within sixty (60) days after Subdivider's receipt of written notice from the Town requesting such repairs or replacements, the Subdivider has not completed such repairs, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement.

1.8 Final Acceptance. At least thirty (30) days before two (2) years has elapsed from the issuance of conditional acceptance, or as soon thereafter as weather permits, Subdivider shall request a "final acceptance" inspection. The Town shall inspect the improvements and shall notify the Subdivider in writing of all deficiencies and necessary repairs, if any. If there are no deficiencies, or after Subdivider has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town shall issue to Subdivider a letter of "final acceptance". If Subdivider does not correct all deficiencies and make repairs identified in said inspection to the Town's satisfaction within sixty (60) days after receipt of said notice, weather permitting, the Town may exercise its rights to secure performance as is provided in Section 8.1 of this Agreement.

1.9 Reimbursement to Town. Subject to the notification requirements in such Sections, the Town may complete construction, repairs, replacements, or other work for Subdivider pursuant to Sections 1.6, 1.7, 1.8, or 8.1 of this Agreement with funds other than the Improvement Guarantee, in which event Subdivider shall reimburse the Town within thirty (30) days after receipt of written demand and supporting documentation from the Town. If Subdivider fails to so reimburse Town, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

1.10 Testing and Inspection. (a) Subdivider shall employ, at its own expense, a licensed and registered testing company, previously approved by the Town in writing, to perform all testing of materials or construction that may be reasonably required by the Town, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills,

subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the Town on a timely basis for Town review and approval as part of conditional acceptance. In addition, at all times during said construction the Town shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the approved plans and the Town's construction regulations, and all materials and work not conforming to such regulations, plans and specifications shall be repaired or removed and replaced at Subdivider's expense so as to conform to such regulations, plans and specifications. The Town Engineer shall be present to inspect the pressure leakage testing of potable water lines conducted by the Subdivider, and the Subdivider shall employ, at the Subdivider's expense, a testing laboratory acceptable to the Town to conduct bacteriological tests of the potable water lines after the Subdivider has disinfected said lines according to the Town's construction regulations. The Subdivider shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the Town for engineering, planning, inspection, testing, and legal services related to the Subdivision improvements to be constructed under this Agreement or to the administration of this Agreement.

(b) All work shown on the approved public improvement plans shall be subject to inspection by the Town Engineer. Inspection by the Town Engineer shall not relieve the Subdivider from compliance with the approved plans and specifications or the Town's construction regulations. Inspection services requiring the presence of the Town Engineer are provided Monday through Friday, except legal holidays, from 9:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of forty-eight (48) hours in advance with the Town Engineer. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of forty-eight (48) hours in advance to the Town Engineer for approval. All requests for after-hours inspection services shall be made in writing to the Town Engineer. If the request is denied, the work shall not proceed after the time requested until an inspection has been performed during the hours listed above. The Subdivider shall comply with all notification and inspection requirements of the sanitation district serving the property with regard to sanitary sewer and storm drainage improvements.

1.11 Financing and Improvement Guarantees. (a) Except as otherwise specially agreed herein, the Subdivider agrees to install and pay for all improvements described in Exhibit "B" or otherwise required by this Subdivision as shown on the approved plat, utility plans, and other approved documents on file with the Town.

(b) Prior to commencing construction of the public improvements, Subdivider shall submit to the Town an Improvement Guarantee for all public improvements of the Subdivision. The term of the Guarantee shall be for a period of time sufficient to cover the completion of construction of the public improvements and shall not be released until conditional acceptance of the public improvements has been granted by the Town except as set forth in subsection (c), below. Said guarantee may be in cash, certified check, or a letter of credit in form and substance as shown on Exhibit "D" attached hereto and incorporated herein by reference. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street construction, landscaping,

fencing, water, sewer, storm sewer and drainage improvements.

(c) The total amount of the Guarantee shall be calculated as one hundred and fifteen percent (115%) of the total estimated cost including labor and materials of all public improvements to be constructed as described on Exhibit "B." At the time of conditional acceptance of all of the public improvements, the Town shall reduce the amount of the required Improvement Guarantee to fifteen percent (15%) of the certified statement of construction costs.

(d) Prior to conditional acceptance of all of the public improvements, Subdivider may request a reduction in the Improvement Guarantee for any portion of the public improvements that (i) have been completed and (ii) constitute a distinct system (i.e., water or sewer lines, streets, etc.) or otherwise are reasonably ready to be placed into service independently, as determined by the Town. Such requests shall be made by written request from Subdivider to the Town, accompanied by a certified statement of construction costs for such improvements. If such improvements are satisfactory, as determined by the Town, then the Town shall reduce the required amount of the Improvement Guarantee by 100% of the value of such completed public improvements. Any reduction in the Improvement Guarantee pursuant to this Section 1.11(d) shall not constitute conditional acceptance of any public improvements required by this Agreement.

(e) At the time of final acceptance of the public improvements, the Town shall release the remaining Improvement Guarantee provided no mechanics' liens have been filed with respect to the public improvements and the Subdivider is not otherwise in breach of this Agreement. If any mechanics' liens have been filed with respect to the public improvements, the Town may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Subdivider fails to have improvements finally accepted within two (2) years of the date of the issuance of conditional acceptance or any improvements are found not to conform to this Agreement, or to applicable Town standards and specifications, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

(f) In addition to any other remedies it may have, the Town may, at any time prior to Final Acceptance, draw on any Improvement Guarantee issued or provided pursuant to this Agreement if Subdivider fails to extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee. If the Town draws on the guarantee to correct deficiencies and complete improvements, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Subdivider within thirty (30) days after said final acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of improvements and construction is reasonably determined by the Town to be greater than the amount of the security provided, then the Town shall furnish written notice to the Subdivider of the condition, along with supporting documentation, and within thirty (30) days of receipt of such notice the Subdivider shall provide the Town with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.11. If such an Improvement Guarantee is not submitted or maintained, then Subdivider is in default of this Agreement and is subject to the provisions of Section 8.1 of this Agreement, as well as

the suspension of development activities by the Town including, but not limited to, the issuance of building permits and certificates of occupancy; provided, however, that no additional 30-day notice to cure under Section 8.1 is required prior to the suspension of the issuance of building permits and certificates of occupancy.

1.12 Indemnification and Release of Liability. Subdivider agrees to indemnify and hold harmless the Town, its officers, employees, agents, and servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by, arising from, or on account of acts or omissions by the Subdivider, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the Town and said persons their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that Subdivider's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the Town or conformance with requirements imposed by the Town. Said obligation of Subdivider shall be limited to suits, actions or claims based upon conduct prior to "final acceptance" by the Town of the construction work. Subdivider acknowledges that the Town's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Subdivider or third parties is assumed by such review or approval.

1.13 Insurance; OSHA. Subdivider shall, through contract requirements and other normal means, guarantee and furnish to the Town proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workers' Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.14 Issuance of Building Permits and Certificates of Occupancy. Subdivider shall complete all improvements and request conditional acceptance thereof on or before the completion deadline set forth in Section 1.3(b). In addition:

(a) No building permits shall be issued until the full amount of the Improvement Guarantee has been provided to the Town;

(b) Except for five (5) model home building permits, no building permits shall be issued for the construction of any structure until all the water lines, fire hydrants, sanitary sewer lines and streets (including curb, gutter, sidewalks, and with at least the base course of a composite section of pavement, or an all-weather surface, approved by the Bennett-Watkins Fire & Rescue District) serving the Subdivision have been completed and granted conditional acceptance; and

(c) No certificates of occupancy shall be issued in the Subdivision until all improvements within such Phase have been completed and have been granted conditional acceptance; with the exception of provisions in Sections 7.2(a) and (b).

(d) No building permits shall be issued for any structure located in excess of nine

hundred feet from a single point of access.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-way, Easements and Permits. Before Town may approve construction plans for any improvements herein agreed upon, Subdivider shall acquire at its own expense and convey to the Town, all necessary land, rights-of-way and easements required by the Town for the construction of the proposed improvements related to the Subdivision. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or Easement Agreement in form and substance acceptable to the Town Attorney. All title documents shall be recorded by the Town at the Subdivider's expense. The Subdivider shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to approval by the Town Attorney.

2.2 Construction. Subdivider shall furnish and install, at its own expense, the improvements listed on the "Schedule of Improvements" attached as Exhibit "B", in conformance with the subdivision plat and final development plan, drawings, plans and specifications approved by the Town prior to construction. If Subdivider does not meet the above obligations, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement. The Subdivider shall provide the Town Engineer with certified Record Plan hard copies, and PDF scans, as well as AutoCAD .dwg or ESRI GIS electronic files upon completion of the construction of public improvements and other documents as required by the Town. These documents shall show "as-built" locations of such improvements.

2.3 Utility Coordination and Installation. In addition to the Improvements described on Exhibit "B", Subdivider shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone and utilities. All utilities shall be placed underground to the extent required by the Town Code.

3.0 STREET IMPROVEMENTS

3.1 Street Improvements. For the purposes of this Agreement, "street improvements" shall be defined to include, where applicable, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, underground utilities, sidewalks, bicycle paths, traffic signs, street name signs, landscaping and drainage improvements. Street improvements other than curbs, gutters, walks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. All street improvements shall be constructed and installed, at the minimum, pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as Exhibit "B".

3.2 Street Signs, Traffic Signs and Striping. Subdivider will install, at Subdivider's expense,

striping, street name signs, stop signs, speed limit signs and other signs on local, collector and arterial streets. Signs and striping shall be installed in a manner reasonably approved by the Town and in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

4.0 PUBLIC USE DEDICATION AND LANDSCAPING

4.1 Public Use Dedication. (a) Subdivider shall convey, prior to the issuance of any building permits, to the Town certain lands as described on and at such times as set forth on Exhibit "A" attached hereto and incorporated herein by reference. Said conveyance shall be by Dedication on the Final Plat or Special Warranty Deed in form and substance satisfactory to the Town Attorney. The Subdivider shall, at Subdivider's expense, furnish a commitment for title insurance on the property. The property shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the calendar year of conveyance and thereafter, but subject to all easements, right-of-way, reservations, restrictions, or other title burdens of record, or those easements and right-of-ways which would be readily apparent from a physical inspection. The Subdivider shall, at its expense, cause a title policy in conformance herewith to be delivered to the Town at the time of conveyance.

(b) The Subdivider specifically represents that to the best of its knowledge, all portions of the Subdivision dedicated to the Town associated with this development are in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders, and requirements, including solid waste requirements, as defined by the US Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and that such portions of the property as are dedicated to the Town pursuant to this development, are in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants, or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Subdivider does hereby indemnify and hold harmless the Town from any liability whatsoever that may be imposed upon the Town by any governmental authority, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of or related to any property dedicated to the Town pursuant to this development. The Subdivider further agrees to indemnify and hold harmless the Town from any claims or actions based directly, indirectly or in any manner on any of the aforementioned environmental risks brought against the Town by third parties arising as a result of the dedication of portions of the Property to the Town pursuant to this development. Said indemnification shall not extend to claims, actions or other liability arising as a result of any hazardous substance, pollutants or contaminants generated or deposited by the Town, its agents or representatives, upon portions of the property dedicated to the Town pursuant to this development.

4.2 Landscape Improvements. For public lands and rights-of-way within the Subdivision, Subdivider shall furnish to the Town complete final landscape and irrigation plans and obtain approval thereof by the Town prior to commencement of public improvements. Subdivider shall

construct the landscape improvements as required in landscape and irrigation plans approved by the Town. For private landscape improvements, excluding single family detached residential lots, Subdivider shall furnish a final landscape plan to the Town for approval prior to installation of landscape improvements.

4.3 Water Rights. (a) The Subdivider has dedicated to the Town, free and clear of all liens and encumbrances, title to water rights associated with the Property. An Application for Determination of Water Rights for said water rights has been filed with the Colorado Ground Water Commission. Upon the Ground Water Commission’s issuance of a final Determination of Water Rights, Subdivider shall receive a credit against the Town’s water development fee based on the following values:

| | | | |
|----------------------|----------|------------|------------|
| | LFH | UA | LA |
| Credit per acre foot | \$750.00 | \$1,930.00 | \$1,930.00 |

(b) The water development fee credit will be applied on a per unit basis at the time of water development fee payment. The water development fee due at the time of building permit approval will be determined in accordance with the then-current water development fee adopted pursuant to Section 13-1-10 of the Bennett Municipal Code. This water development fee credit shall be used solely for the 87 lots within the Subdivision as set forth in the approved Final Plat for the Subdivision. The water development fee credit shall be appurtenant to and non-transferable from the Subdivision.

(c) If the water development fee credits described in this section have not been fully exhausted within five (5) years, the parties agree the credit may be adjusted based on the then-current market rate for an acre-foot of water.

5.0 WATER LINES

5.1 Specifications. (a) All water mains, lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as Exhibit "B", including both on-site and off-site improvements.

(b) All of the water lines, fire hydrants, valves, fittings, and appurtenances as shown on the approved utility plans shall be installed by the Subdivider prior to issuance of any building permits on the property. This shall include all water services for all of the lots shown on the approved final plat.

6.0 SEWER LINES

6.1 Specifications. All sewer lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as Exhibit "B", and shall meet the requirements and have the

approval of the sanitation district serving the property, including both on-site and off-site improvements.

7.0 OTHER IMPROVEMENTS

7.1 Street Lights. The total cost of street light installation shall be the Subdivider's obligation. Subdivider shall cause, at its own expense, the provider of electric and power service to install all required street lighting pursuant to Town-approved plans and specifications. Said street lights shall be installed concurrently with the streets on which they are located.

7.2 Off-Site Improvements.

(a) Penrith Park Lift Station Modifications.

(i) Subdivider has made application and received approval from CDPHE for modifications to the Penrith Park lift station to accommodate sewerage flows from the Brunner Subdivision. Subdivider shall be permitted up to twenty-five (25) building permits and Certificates of Occupancy prior to completion of the required lift station modifications. The modifications to the lift station shall be contracted and managed by the Town's Department of Public Works pursuant to a contract between the Town, the Town's chosen contractor and Aqua Engineering.

(ii) The currently estimated cost for the lift station modifications is \$_____ (the "Improvement Costs"), which shall be borne by Subdivider.

(iii) Within sixty (60) days of the execution of this Agreement, Subdivider shall deposit with the Town \$_____ towards the estimated Improvement Costs. The Town shall apply the funds that Subdivider deposits to the Improvement Costs as they are incurred by the Town.

(iv) If the actual Improvement Costs are less than the currently estimated Improvement Costs the Town shall refund to Subdivider the difference between the estimated and actual Improvement Costs. The refund shall be made no later than thirty (30) days after the date of final settlement for the Penrith Park lift station improvements, excepting any funds required to be withheld pursuant to C.R.S. § 38-26-107. In the event the actual Improvement Costs are greater than the currently estimated Improvement Costs, the District shall pay fifty percent (50%) of the excess Improvement Costs within thirty (30) days of written notice from the Town. After said notice is provided to District, no additional permits shall be issued for the Subdivision until such monies are paid to the Town.

(b) Off-Site Road Improvements. Subdivider shall be permitted up to five (5) building permits and Certificates of Occupancy for model homes prior to completion by Muegge Farms Metropolitan District No. 3, in accordance with civil construction documents approved by the Town, the following improvements:

(i) the eastern half-section of Penrith Road between Civic Center Drive and the limits

of the Penrith Park Subdivision;

- (ii) the full section of Civic Center Drive between Penrith Road and Foggy Street;
- (iii) the southern half-section of Civic Center Drive between Foggy Street and the western limit of Civic Center Drive to be constructed as part of Muegge Farms Filing No. 4; and
- (iv) the Lark Sparrow Way extension between the Brunner Subdivision and Civic Center Drive.

For purposes of this section, the model homes may be open to the public for walk-throughs and general community sales purposes, but not occupied as a living space prior to completion of the off-site road improvements.

7.3 Drainage Improvements. (a) Drainage improvements for the Subdivision shall be constructed by Subdivider and, at the minimum, in accordance with plans and specifications approved by the Town and in accordance with the minimum requirements for storm drainage facilities as have been established by the Town. All storm drainage facilities shall be so designed and constructed by the Subdivider as to protect downstream and adjacent properties against injury and adequately serve the Subdivision. No overlot grading shall be initiated by Subdivider until the Town issues written approval of utility plans.

(b) Drainage improvements shall be completed and granted conditional acceptance by the Town prior to the issuance of more than five (5) building permits. Completion of the improvements shall include the certification by a licensed professional engineer that the drainage facilities which serve the development have been constructed in conformance with said approved plans. Any deviation from the approved plans shall be the responsibility of the Subdivider to correct. Said certification shall be submitted to the Town at least two (2) weeks prior to the date of issuance for any subsequent building permit.

(c) Drainage improvements for each lot shall be constructed by the Subdivider, at the minimum, in accordance with plans approved at the time of Plat approval. Said plans shall conform to the Town's then existing flood plain regulations. Subdivider shall furnish copies of approved plans to subsequent purchasers (other than homeowners) of lots. Any changes from the approved plans with respect to grade elevation or storm drainage facility configuration that occur as a result of the construction of houses and or other development of lots, whether by the Subdivider or other parties, shall require the approval of the Town. The Town may withhold the issuance of building permits and certificates of occupancy until the Town has approved such changes as being acceptable for the safe and efficient delivery of storm drainage water.

7.4 Trash, Debris, Mud. Subdivider agrees that during construction of the Subdivision and improvements described herein, Subdivider shall take any and all steps necessary to control trash, debris and wind or water erosion in the Subdivision. If the Town determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, Subdivider agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by Town. If Subdivider does not abate said nuisance or if an emergency situation exists, to be determined by the Town in its sole discretion, the Town may abate the nuisance and/or correct

any damage or injury without notice to Subdivider at Subdivider's expense. Subdivider also agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the Town. If Subdivider does not abate such mud or debris, or if an emergency exists, Town may abate the same at Subdivider's expense.

7.5 Limitation of Construction Hours. The operation of construction equipment shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m. The Town Administrator may, upon written application and for good cause, alter the hours of operation for a defined period of time.

7.6 Water Pressure Transition Zone Improvements. Within sixty (60) days of the execution of this Agreement, Subdivider shall pay the Town \$35,000 towards the costs of pressure reducing valves, which are required to allow the Subdivision to benefit from the Town's high pressure zone water pressure and flows, but with redundant, emergency connections to the Town's water distribution system, including those in the Town low pressure zone.

8.0 MISCELLANEOUS TERMS

8.1 Breach of Agreement. In the event that the Subdivider should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within sixty (60) days of written notice of breach of the Subdivider by the Town, unless the Town in writing and in its sole discretion designates a longer cure period, then the Town may draw upon the Improvement Guarantee and complete the Improvements at Subdivider's expense. Subdivider's expense shall be limited to the costs incurred by the Town, as defined herein. Notice by the Town to the Subdivider will specify the conditions of default. In the event that no Improvement Guarantee has been posted or the Improvement Guarantee has been exhausted or is insufficient, then the Town has the right enforce the restrictions on the issuance of building permits and other approval or permits, and, if it chooses, to begin work on the Improvements at the expense of the Subdivider. If the Town determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the Town may immediately draw upon the Improvement Guarantee if available and may complete the Improvements at Subdivider's expense even if the improvement guaranty is not available; in such event, the Town shall use its best efforts to notify Subdivider at the earliest practical date and time. The Town may also, during the cure period and until completion of the improvements in compliance with this Agreement, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the Town from pursuing any other remedy at law or in equity which may be appropriate under municipal, state or federal law. Failure to timely complete construction of improvements which is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the Subdivider's control shall not be considered a breach of the Agreement. Any costs incurred by the Town, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the Subdivider shall be the responsibility of the Subdivider. The Town may deduct these costs from the Improvement Guarantee.

8.2 Final Utility Plan. (a) It is understood and agreed by the parties that a Final Utility Plan for the Subdivision, and supporting reports deemed necessary by the Town, shall be prepared and submitted by the Subdivider for approval as set forth in this Section. The Final Utility Plan shall be prepared in accordance with all applicable criteria of the Town in effect as of the date of this Agreement. The Subdivider shall submit said Plan to the Town for approval no later than thirty (30) days after the Town has granted final plat approval for the Subdivision.

(b) Subdivider agrees that the Town shall not grant approval of the Final Utility Plan until and unless all of the Town's comments and requirements concerning said Plan have been addressed to the satisfaction of the Town, and until and unless the sanitation district serving the property has given its approval to said Plan. The Final Utility Plan shall be approved by the Town before the final Subdivision Plat is recorded by the Town.

8.3 Recording of Agreement. The Town shall record this Agreement at Subdivider's expense in the office of the Clerk and Recorder, County of Adams, State of Colorado, and the Town shall retain the recorded Agreement.

8.4 Binding Effect of Agreement. This Agreement shall run with the land included within the Subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8.5 Assignment, Delegation and Notice. Subdivider shall provide to the Town for approval written notice of any proposed transfer of title to any portion of the Subdivision and of the Subdivision Agreement obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. Subdivider and successor shall, until written Town approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of Subdivider under this Agreement.

8.6 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

8.7 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:

Town of Bennett
Town Clerk
207 Muegge Way
Bennett, CO 80102

SUBDIVIDER:

MGV 36 SOUTH LAND INVESTMENTS, LLC
Attn: Jim Marshall/John Vitella
P.O. Box 4701
Greenwood Village, CO 80155

DISTRICT:

MUEGGE FARMS METROPOLITAN DISTRICT NO. 3

Attn: Jim Marshall/John Vitella

P.O. Box 4701

Greenwood Village, CO 80155

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

8.8 Force Majeure. Whenever Subdivider is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, said deadline shall be extended for a reasonable time if the performance cannot as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Subdivider.

8.9 Approvals. Whenever approval or acceptance of a matter is required or requested of the Town pursuant to any provisions of this Agreement, the Town shall act reasonably in responding to such matter.

8.10 Previous Agreements. All previous written and recorded agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation Agreement, shall remain in full force and effect and shall control this Subdivision. If any prior agreements conflict with this Agreement, then this Agreement controls.

8.11 Title and Authority. Subdivider warrants to the Town that it is the record owner for the property within the Subdivision or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter into this Agreement.

8.12 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of Subdivider or any agent thereof, any provision of the Agreement is held to be violative of the municipal, state, or federal laws and hereby rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

8.13 Agreement Status After Final Acceptance. Upon Final Acceptance by Town of all improvements and compliance by Subdivider with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect except for the provisions of Sections 1.11 and 4.1(b) hereof, which provisions shall remain in effect and survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth

above.

TOWN OF BENNETT, COLORADO

By: _____
Royce D. Pindell, Mayor

ATTEST:

By: _____
Taeler Houlberg, Town Clerk Pro Tem

EXHIBIT A

(Reduced copy of subdivision plat)

EXHIBIT B
SCHEDULE OF IMPROVEMENTS

EXHIBIT C

IRREVOCABLE LETTER OF CREDIT
STANDARD FORM

[date of Letter of Credit - the date the credit is opened]

Town of Bennett, CO
207 Muegge Way
Bennett, CO 80102

Attn: Town Clerk:

We hereby issue our Irrevocable Letter of Credit Number in your favor for the account of _____, in an amount not to exceed _____ effective immediately and expiring at our counters on (except November 1 - March 1) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "A" accompanied by your written certificate substantially in the form of Exhibit "B".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of sixty (60) days from the present or any future expiration date unless we notify you in writing by certified mail thirty (30) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the Town written notice, and send copy of this notice by FAX to the Town of Bennett (Attn: Town Clerk), within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the reasons therefore. The bank will hold all documents at the bank for the Town, or send them to the Town, at the Town's option. Any such nonconforming demand may be corrected and resubmitted within three (3) business days of receipt of the bank's mailed notice of nonconformity. A resubmittal will be deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 revision, ICC publication number 500.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,

(Bank)

EXHIBIT A TO LETTER OF CREDIT
DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 200__.

PAY TO: The account of the Town of Bennett, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$ _____).

TOWN OF BENNETT, COLORADO

By: _____
Town Clerk

EXHIBIT B TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the Town of Bennett, Colorado (the "Town"), hereby certifies to _____ (the "Bank"), with reference to the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), issued by the Bank in favor of the Town, that:

- (1) The undersigned is the Town Clerk for the Town.
- (2) The Town is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$_____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the _____ day of _____, 20____.

TOWN OF BENNETT, COLORADO

By: _____
Town Clerk



Brunner Subdivision
Final Plans
SUMMARY OF PROBABLE CONSTRUCTION COST

March 15, 3022

2N JOB NO: 20025

| ITEM | QUANTITY | UNIT | COST | COST |
|--|----------|-----------------|--------------|-------------------|
| Grading and Earthwork | | | | |
| Mobilization | 1 | L.S. | \$ 55,000.00 | \$ 55,000.00 |
| Overlot Grading (cut to sub) | 148,315 | C.Y. | \$ 3.85 | \$ 571,012.75 |
| Clearing and Grubbing | 21 | Acres | \$ 250.00 | \$ 5,250.00 |
| Topsoil Stockpile | 8,470 | C.Y. | \$ 3.00 | \$ 25,410.00 |
| | | Subtotal | \$ | 656,672.75 |
| On Site Roads | | | | |
| On Site Signs | 28 | EA | \$ 250.00 | \$ 7,000.00 |
| Subgrade Prep | 16,242 | S.Y. | \$ 1.50 | \$ 24,363.00 |
| 5" Asphalt | 13,753 | S.Y. | \$ 25.00 | \$ 343,825.00 |
| Mountable Curb/Gutter/Sidewalk | 5,047 | L.F. | \$ 24.00 | \$ 121,128.00 |
| Vertical Curb/Gutter | 1,234 | L.F. | \$ 22.00 | \$ 27,148.00 |
| Median Curb and Gutter | 201 | L.F. | \$ 12.00 | \$ 2,412.00 |
| ADA Ramps | 36 | EA | \$ 1,250.00 | \$ 45,000.00 |
| Additional 5' walk | 1,234 | S.Y. | \$ 32.00 | \$ 39,488.00 |
| Street Lights | 12 | EA | \$ 6,000.00 | \$ 72,000.00 |
| Soft Costs (Survey, testing, admin) | 1 | L.S. | \$ 75,900.00 | \$ 75,900.00 |
| | | Subtotal | \$ | 751,264.00 |
| Erosion Control | | | | |
| Silt Fence | 2,156 | L.F. | \$ 1.95 | \$ 4,204.20 |
| Erosion Control Logs | 8,368 | L.F. | \$ 2.25 | \$ 18,828.00 |
| Seeding/Mulching Disturbed Areas | 21 | Acre | \$ 1,200.00 | \$ 25,200.00 |
| Straw Blanket Disturbed Areas | 5,070 | S.Y. | \$ 5.00 | \$ 25,350.00 |
| Inlet Protection | 16 | EA | \$ 30.00 | \$ 480.00 |
| Riprap | 35 | C.Y. | \$ 75.00 | \$ 2,625.00 |
| Concrete Washout | 1 | EA | \$ 750.00 | \$ 750.00 |
| Vehicle Tracking Control | 2 | EA | \$ 2,000.00 | \$ 4,000.00 |
| Rock Socks | 30 | EA | \$ 45.00 | \$ 1,350.00 |
| Stabalized Staging Area | 1 | EA | \$ 2,500.00 | \$ 2,500.00 |
| | | Subtotal | \$ | 85,287.20 |
| Water | | | | |
| 8" PVC Waterline (inc. bends and fittings) | 3,745 | L.F. | \$ 45.00 | \$ 168,525.00 |
| 8" Valves | 36 | EA | \$ 1,900.00 | \$ 68,400.00 |
| 3/4" Water Services | 87 | EA | \$ 1,600.00 | \$ 139,200.00 |
| Connection to Existing | 2 | EA | \$ 15,000.00 | \$ 30,000.00 |
| Fire Hydrants | 10 | EA | \$ 7,200.00 | \$ 72,000.00 |
| Soft Costs (Survey, testing, admin) | 1 | L.S. | \$ 52,923.00 | \$ 52,923.00 |
| | | Subtotal | \$ | 531,048.00 |
| Sewer | | | | |
| 8" PVC SDR 35 | 3,545 | L.F. | \$ 52.00 | \$ 184,340.00 |
| 4' Dia Manholes | 21 | EA | \$ 4,700.00 | \$ 98,700.00 |

| | | | |
|-------------------------------------|------------|-----------------|----------------------|
| 4" Services | 87 EA | \$ 950.00 | \$ 82,650.00 |
| Inspection and Testing | 3,545 L.F. | \$ 2.00 | \$ 7,090.00 |
| Soft Costs (Survey, testing, admin) | 1 L.S. | \$ 59,810.00 | \$ 59,810.00 |
| | | Subtotal | \$ 432,590.00 |

Lift Station Upgrade

| | | | |
|--------------------------|---------|-----------------|----------------------|
| 8' Diameter Wet Well | 1 E.A. | \$ 42,000.00 | \$ 42,000.00 |
| 4' Dia Manhole | 1 EA | \$ 5,800.00 | \$ 5,800.00 |
| 12" SDR 35 | 25 EA | \$ 85.00 | \$ 2,125.00 |
| 4" Suction Piping | 20 L.F. | \$ 105.00 | \$ 2,100.00 |
| Pump Upgrades 5 to 15 HP | 1 L.S. | \$ 57,000.00 | \$ 57,000.00 |
| Electrical Upgrades | 1 L.S. | \$ 15,000.00 | \$ 15,000.00 |
| | | Subtotal | \$ 124,025.00 |

Storm Sewer / Drainage

| | | | |
|--|----------|-----------------|----------------------|
| 18" RCP | 385 L.F. | \$ 55.00 | \$ 21,175.00 |
| 24" RCP | 406 L.F. | \$ 67.00 | \$ 27,202.00 |
| 30" RCP | 432 L.F. | \$ 93.50 | \$ 40,392.00 |
| 36" RCP | 56 L.F. | \$ 117.00 | \$ 6,552.00 |
| 42" RCP | 277 L.F. | \$ 91.00 | \$ 25,207.00 |
| 24" x 30" Elliptical Pipe | 24 L.F. | \$ 93.50 | \$ 2,244.00 |
| Headwall for 48" pipe | 1 EA | \$ 4,800.00 | \$ 4,800.00 |
| Headwall for 24" x 30" Elliptical Pipe | 1 L.S. | \$ 10,000.00 | \$ 10,000.00 |
| 18" FES | 3 EA | \$ 1,415.00 | \$ 4,245.00 |
| 42" FES | 1 EA | \$ 2,500.00 | \$ 2,500.00 |
| 5' Diameter Manholes | 8 EA | \$ 4,580.00 | \$ 36,640.00 |
| 6' Diameter Manholes | 1 EA | \$ 5,000.00 | \$ 5,000.00 |
| 5' Type R Inlets | 3 EA | \$ 4,700.00 | \$ 14,100.00 |
| 10' Type R Inlets | 5 EA | \$ 7,160.00 | \$ 35,800.00 |
| 15' Type R Inlets | 2 EA | \$ 12,500.00 | \$ 25,000.00 |
| Concrete Forebay | 1 EA | \$ 21,050.00 | \$ 21,050.00 |
| Crossspan | 68 S.Y. | \$ 55.00 | \$ 3,740.00 |
| Concrete Trickle Channel | 249 L.F. | \$ 75.00 | \$ 18,675.00 |
| Concrete Rundown | 53 L.F. | \$ 75.00 | \$ 3,975.00 |
| Concrete V-Pan | 1,134 LF | \$ 75.00 | \$ 85,050.00 |
| Outlet Structure | 1 EA | \$ 16,000.00 | \$ 16,000.00 |
| Sidewalk Chase | 4 EA | \$ 700.00 | \$ 2,800.00 |
| Detention Pond Appurtenances | 1 L.S. | \$ 20,000.00 | \$ 20,000.00 |
| Groundwater Monitoring Well | 2 L.S. | \$ 5,000.00 | \$ 10,000.00 |
| Soft Costs (Survey, testing, admin) | 1 L.S. | \$ 38,314.00 | \$ 38,314.00 |
| | | Subtotal | \$ 480,461.00 |

Total **\$ 3,061,347.95**

15% Contingency \$ 459,202.19

Total **\$ 3,520,550.14**

This estimate of probable construction cost was prepared for estimating purposes only. 2N Civil, LLC cannot be held responsible for variances from this estimate, as actual costs may vary due to bid and market fluctuations.

| Bennett Brunner Probable Landscape Construction Costs | | | | | |
|--|---|------|----------|------------|---------------|
| Friday, March 11, 2022 | | | | | |
| Subdivision Name: Bennett Brunner Subdivision | | | | | |
| Job No. 1320 | | | | | |
| <u>Landscape & Irrigation Cost Estimate</u> | | | | | |
| Item No. | Description | Unit | Quantity | Base Cost | Extended Cost |
| Tract A | | | | | |
| 1 | Native Seed | ft2 | 13,030 | \$0.25 | \$3,257.56 |
| 2 | Irrigation * Does not include tap fees, Backflow | ft2 | 13,030 | \$1.00 | \$13,030.23 |
| Tract B | | | | | |
| 1 | Native Seed | ft2 | 11,587 | \$0.25 | \$2,896.85 |
| 2 | Irrigation * Does not include tap fees, Backflow | ft2 | 11,587 | \$1.00 | \$11,587.40 |
| Tract C | | | | | |
| 1 | Native Seed | ft2 | 23,972 | \$0.25 | \$5,993.10 |
| 2 | Shrub Bed Mulch and soil prep (1-1/2" River Rock) | ft2 | 3,211 | \$1.40 | \$4,495.26 |
| 3 | Landscape Edger | lf | 174 | \$4.25 | \$738.65 |
| 4 | Irrigation * Does not include tap fees, Backflow | ft2 | 27,183 | \$1.00 | \$27,183.30 |
| 5 | Evergreen trees - 6' Ht. | ea | 25 | \$500.00 | \$12,500.00 |
| 6 | Shrub - 5 Gallon | ea | 85 | \$35.00 | \$2,975.00 |
| 7 | Perennials/Ornamental grasses - 1 gallon | ea | 37 | \$15.00 | \$555.00 |
| Tract D | | | | | |
| 1 | Native Seed | ft2 | 20,338 | \$0.25 | \$5,084.58 |
| 2 | Shrub Bed Mulch and soil prep (1-1/2" River Rock) | ft2 | 1,504 | \$1.40 | \$2,104.90 |
| 3 | Landscape Edger | lf | 34 | \$4.25 | \$145.35 |
| 4 | Irrigation * Does not include tap fees, Backflow | ft2 | 21,842 | \$1.00 | \$21,841.80 |
| 5 | Evergreen trees - 6' Ht. | ea | 11 | \$500.00 | \$5,500.00 |
| 6 | Shrub - 5 Gallon | ea | 44 | \$35.00 | \$1,540.00 |
| 7 | Perennials/Ornamental grasses - 1 gallon | ea | 15 | \$15.00 | \$225.00 |
| Lark Bunting Street Median | | | | | |
| 1 | Shrub Bed Mulch and soil prep (1-1/2" River Rock) | ft2 | 1,079 | \$1.40 | \$1,510.57 |
| 2 | Shrub - 5 Gallon | ea | 44 | \$35.00 | \$1,540.00 |
| 3 | Perennials/Ornamental grasses - 1 gallon | ea | 20 | \$15.00 | \$300.00 |
| 4 | Entry Monument (by others) | ea | 1 | \$0.00 | \$0.00 |
| Tract E | | | | | |
| 1 | 4-8" Rock Cobble | ft2 | 909 | \$0.95 | \$863.93 |
| Tract F | | | | | |
| 1 | Shrub Bed Mulch and soil prep (1-1/2" River Rock) | ft2 | 1,795 | \$1.40 | \$2,513.28 |
| 2 | Irrigation * Does not include tap fees, Backflow | ft2 | 1,795 | \$1.00 | \$1,795.20 |
| 3 | Shrub - 5 Gallon | ea | 42 | \$35.00 | \$1,470.00 |
| 4 | Perennials/Ornamental grasses - 1 gallon | ea | 30 | \$15.00 | \$450.00 |
| Tract G (Park) | | | | | |
| 1 | Turf Grass Sod w/soil prep | ft2 | 22,440 | \$0.95 | \$21,318.38 |
| 2 | Shrub Bed Mulch and soil prep (Cedar Mulch) | ft2 | 8,679 | \$2.00 | \$17,357.32 |
| 3 | Shrub Bed Mulch and soil prep (1-1/2" River Rock) | ft2 | 9,297 | \$1.40 | \$13,015.94 |
| 4 | Landscape Edger | lf | 709 | \$4.25 | \$3,012.40 |
| 5 | Irrigation * Does not include tap fees, Backflow | ft2 | 40,416 | \$1.00 | \$40,416.16 |
| 6 | Shade trees - 2.5" Cal B&B | ea | 16 | \$650.00 | \$10,400.00 |
| 7 | Ornamental trees - 2" Cal B&B | ea | 8 | \$500.00 | \$4,000.00 |
| 8 | Shrub - 5 Gallon | ea | 289 | \$35.00 | \$10,115.00 |
| 9 | Perennials/Ornamental grasses - 1 gallon | ea | 169 | \$15.00 | \$2,535.00 |
| 10 | Bike Rack | ea | 2 | \$500.00 | \$1,000.00 |
| 11 | Bench | ea | 2 | \$1,856.00 | \$3,712.00 |
| 12 | Picnic Tables | ea | 2 | \$1,480.00 | \$2,960.00 |
| 13 | Trash Receptacles | ea | 1 | \$2,112.00 | \$2,112.00 |
| 14 | Dog Waste Station | ea | 2 | \$620.00 | \$1,240.00 |

| Item No. | Description | Unit | Quantity | Base Cost | Extended Cost |
|------------------------|---|------|----------|-----------------|---------------------|
| 15 | Playground Thickened Edge | lf | 65 | \$35.00 | \$2,275.00 |
| 16 | Engineered Wood Fiber (Playground Surfacing) | cy | 1,230 | \$31.00 | \$38,118.53 |
| 17 | Geotextile Fabric (Under Wood Surfacing) | ea | 1 | \$400.00 | \$400.00 |
| 18 | Playground Drain System (Fibar or equal) | ea | 1 | \$1,500.00 | \$1,500.00 |
| 19 | Rider Play Equipment (Seal) | ea | 1 | \$1,067.00 | \$1,067.00 |
| 20 | Rider Play Equipment (Hippol) | ea | 1 | \$1,693.00 | \$1,693.00 |
| 21 | Play Structure | ea | 1 | \$35,704.00 | \$35,704.00 |
| 22 | Playground Equip. Freight | ea | 1 | \$1,838.55 | \$1,838.55 |
| 23 | Playground Equip. Installations | ea | 1 | \$9,192.75 | \$9,192.75 |
| 24 | Shelter | ea | 1 | \$26,000.00 | \$26,000.00 |
| 25 | BBQ Grill | ea | 2 | \$395.00 | \$790.00 |
| 26 | Mailbox Unit Cluster | ea | 5 | \$3,000.00 | \$15,000.00 |
| Tract H | | | | | |
| 1 | Native Seed | ft2 | 28,745 | \$0.25 | \$7,186.20 |
| 2 | Irrigation * Does not include tap fees, Backflow | ft2 | 28,745 | \$1.00 | \$28,744.80 |
| Tract J | | | | | |
| 1 | Shrub Bed Mulch and soil prep (Cedar Mulch) | ft2 | 1,887 | \$2.00 | \$3,774.20 |
| 2 | Irrigation * Does not include tap fees, Backflow | ft2 | 1,887 | \$1.00 | \$1,887.10 |
| 3 | Drip Irrigation (for trees in non-irrigated seed areas) | ft2 | 950 | \$0.80 | \$760.00 |
| 4 | Landscape Edger | lf | 1,277 | \$4.25 | \$5,428.53 |
| 5 | 1 1/2" River Rock | ft2 | 11,553 | \$0.80 | \$9,242.32 |
| 6 | Shade trees - 2.5" Cal B&B | ea | 5 | \$650.00 | \$3,250.00 |
| 7 | Ornamental trees - 2" Cal B&B | ea | 5 | \$500.00 | \$2,500.00 |
| 8 | Shrub - 5 Gallon | ea | 64 | \$35.00 | \$2,240.00 |
| 9 | Perennials/Ornamental grasses - 1 gallon | ea | 7 | \$15.00 | \$105.00 |
| Tract I | | | | | |
| 1 | Shrub Bed Mulch and soil prep (Cedar Mulch) | ft2 | 684 | \$2.00 | \$1,368.80 |
| 2 | Irrigation * Does not include tap fees, Backflow | ft2 | 684 | \$1.00 | \$684.40 |
| 3 | Drip Irrigation (for trees in non-irrigated seed areas) | ft2 | 150 | \$0.80 | \$120.00 |
| 4 | Landscape Edger | lf | 266 | \$4.25 | \$1,128.80 |
| 5 | 1 1/2" River Rock | ft2 | 2,267 | \$0.80 | \$1,813.57 |
| 6 | Shade trees - 2.5" Cal B&B | ea | 1 | \$650.00 | \$650.00 |
| 7 | Shrub - 5 Gallon | ea | 7 | \$35.00 | \$245.00 |
| 8 | Perennials/Ornamental grasses - 1 gallon | ea | 10 | \$15.00 | \$150.00 |
| Project Fencing | | | | | |
| 1 | Privacy Fence | lf | 1,681 | \$25.00 | \$42,017.50 |
| 2 | Three Rail Fence | lf | 2,662 | \$15.00 | \$39,934.50 |
| | Subtotal | | | | \$552,100.70 |
| | | | | 10% Contingency | \$55,210.07 |
| GRAND TOTAL | | | | | \$607,310.77 |

RESOLUTION NO. 909-22

**A RESOLUTION APPROVING A SUBDIVISION AGREEMENT FOR THE BRUNNER
SUBDIVISION**

WHEREAS, the Board of Trustees previously approved a Final Plat for the Brunner Subdivision; and

WHEREAS, a Subdivision Agreement addressing completion of public improvements for the Subdivision is required as a condition of approval of the Final Plat.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF BENNETT, COLORADO:**

Section 1. The proposed Subdivision Agreement (the “Agreement”) for the Brunner Subdivision is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution, subject to finalization and approval by the Town Engineer of the cost estimates and exhibits to the Agreement.

Section 2. The Mayor is hereby authorized to execute the Agreement, except that the Mayor and Town Administrator are hereby further granted the authority to negotiate and approve such revisions to said Agreement as the Mayor and Town Administrator determine are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ AND ADOPTED THIS 22nd DAY OF MARCH 2022.

TOWN OF BENNETT

Royce D. Pindell, Mayor

ATTEST:

Taeler Houlberg, Town Clerk Pro Tem

Suggested Motion

I move to approve Resolution No. 909-22 - A resolution approving a Subdivision Agreement for the Brunner Subdivision.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Trish Stiles, Town Administrator
DATE: March 22, 2022
SUBJECT: Building Department Services Contract Charles Abbott Associates, Inc.

Background

The Town of Bennett has contracted in various forms with Charles Abbott Associates, Inc. (CAA) since 2018 to perform building department inspection and review services. CAA has been a national alternative service provider to state and local government agencies since 1984. Their expertise allows them to provide public agencies for building & safety, city engineering, public works, environmental, and fire prevention services. Prior to this contract, the Town of Bennett utilized SAFEbuilt for many years prior in similar contractual services. In 2019, staff reviewed the proposed contract and determined at the time that an in house building inspector, supplemented with electrical inspections from CAA would be the best and most cost effective delivery of services. In 2021, an in house electrical inspector was hired and CAA provided back up services on an as needed basis. After changes in staff during December 2021 until present, the Town of Bennett has been contracting with CAA to do all building inspection and review services.

During this time, staff received and reviewed a new proposal from CAA as well as looked at possible replacements for in house services to continue.

In-house Inspection Services:

As with many business sectors at this time, the building inspection sector is a tight and competitive job market with limited supply of qualified Chief Building Officials as well as Electrical Inspectors. This is due in large part to the building industry pulling candidates into the private sector as well as Colorado state law that requires electrical inspectors to be master electricians. While staff did post these positions, our response for qualified candidates was very limited and the pool was not as strong as we had hoped.

Contract Inspection Services:

CAA also submitted a revised proposal to the Town of Bennett to offer full service building inspection at a rate of 60% of building permit revenues. This is an improved proposal from 2019 when the proposal was a minimum of 70% of revenues with a stepped approach with various metric points being met at both 65% and 60%. Per the proposal, CAA will perform residential and commercial building inspections, including electrical inspections, plan reviews, and building official services as needed. This would be a three-year contract but would be something that each party could terminate with 30 days written notice.

Financial Review

Finance reviewed the CAA proposal and compared it to the current budget allotment as well as possible future projections.

Staff did not factor in administrative costs for overseeing additional employees vs overseeing the contract. However, there is a larger administrative burden for in house employees vs contract oversight.

| | Assumptions |
|------------------------------|-------------|
| Chief Building Official | 105,000 |
| Electrical Building | 85,000 |
| Fringe Rate | 75,000 |
| Merit Rate | 33% |
| Average New | 4% |
| Charles Abbott Contract Rate | \$2,824 |
| | 60% |

| | Estimated New Residential Permit | BO's Required |
|----------------|----------------------------------|---------------|
| 2022 | 139 | 2 |
| 2023 | 388 | 4 |
| 2024 | 417 | 5 |
| 2025 | 588 | |
| 2026 | 588 | |
| Max Permit Per | 90 | |

| On Staff BO's | 2022 | 2023 | 2024 |
|-------------------|------------|-------------|-------------|
| Chief Building | 1 | 1 | 1 |
| Electrical | 1 | 1 | 1 |
| Building Official | 0 | 2 | 3 |
| Revenue | \$392,536 | \$1,095,712 | \$1,177,608 |
| Expense | \$252,700 | \$462,308 | \$570,442 |
| New | | \$108,000 | \$54,000 |
| Revenue over | 139,836.00 | \$525,404 | \$553,166 |

| Charles Abbott | 2022 | 2023 | 2024 |
|----------------|------------|-------------|-------------|
| Revenue | \$392,536 | \$1,095,712 | \$1,177,608 |
| Expense | \$235,522 | \$657,427 | \$706,565 |
| Revenue over | \$157,014 | \$438,285 | \$471,043 |
| Revenue | (\$17,178) | \$87,119 | \$82,122 |

Staff Recommendation

Staff recommends the Board of Trustees approve to enter into a three-year contract with Charles Abbott and Associates for full service building inspection and review services.

Attachments

1. Agreement between the Town of Bennett and Charles Abbott Associates, Inc.
2. Resolution No. 910-22

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of March, 2022, by and between the TOWN OF BENNETT, hereinafter referred to as "Town", with principal offices at 207 Muegge Way, Bennett, CO 80102, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 4704 Harlan St, Suite 512, Lakeside, CO 80212.

WHEREAS, The Town proposes to utilize the services of Consultant for Building Department Services.

WHEREAS, the Consultant has represented to the Town that the Consultant has the requisite qualifications and experience and the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

- A. Consultant will perform residential and commercial building inspections, including electrical inspections, plan reviews, and building official services as needed.
- B. Consultant will perform services based on directives issued by the Town. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the Town. Consultant will not further subcontract or assign said work to any other individual or company without consent of the Town.
- C. The Town may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the Town and Consultant. If approved by the Town, a written work order will be provided.
- D. Consultant and its employees acknowledge that they are independent contractors and not employees of the Town.

COMPENSATION

- A. The Town shall compensate the Consultant for services rendered as outlined in Exhibit A. The compensation provided for in this Section shall be inclusive of all costs of whatsoever nature associated with the Scope of Services. Compensation shall only be changed by a properly authorized amendment to this Agreement.
- B. Consultant will provide monthly invoices, which will itemize all work performed and related charges for that work. The Town will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon receiving payment from the Town.

- C. If the Town requests additional services outside of the scope of this agreement, the rates for these additional services can be negotiated.
- D. The parties agree that all payments for plan reviews and inspections shall be made directly to the Town and that it shall be the responsibility of the Town to pay the Consultant in accordance with this Agreement. The Consultant is not authorized to seek payment of any fees directly from Permit Holders.
- E. No other expenses or allowances, including reimbursement of Consultant's expenses and mileage, are anticipated nor allowed.

TERM

- A. The initial term of this Agreement shall be for a period of three (3) years commencing on _____, 2022 and terminating at midnight on _____, 2025.
- B. After the initial term, the Agreement shall automatically renew each year absent either parties' written notice of its decision to terminate this agreement as outlined below.
- C. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- D. In addition to the foregoing, this Agreement may be terminated by either party for convenience and without cause by giving the other party written notice at least thirty (30) days in advance of the termination date. In the event of such termination, the Consultant will be paid for services rendered to the date of termination in accordance with the fee schedule provided in Exhibit A. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- E. Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.
- F. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Bennett Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, the Town shall immediately notify Contractor of such occurrence, and this Agreement shall terminate effective December 31 of the then-current fiscal year.

INSURANCE

- A. Consultant will not begin work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant

allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.

B. Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the Town and Consultant the following insurance policies:

- General Liability Insurance – Providing protection of \$1,000,000 per occurrence / \$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant's activities.
- Professional Liability Insurance – Providing protection for at least \$2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
- Automobile Liability Insurance – Providing protection for at least \$1,000,000 combined single limit.
- Worker's Compensation Insurance – In accordance with the provisions of the laws of the State of Colorado.

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Colorado. General and Auto Liability policies will name the Town, its officers, agents and employees as additional insured.

INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the Town, its officers, directors, employees, and agents from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant, or any officer, employee, or agent of the Consultant, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Subsection 8.1. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees

NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

OWNERSHIP OF DOCUMENTS

Consultant agrees that all original documents, plans, reports, and other materials developed during the course of providing the services specified in the Agreement will be the property of the Town and will be provided by the Consultant to the Town upon their completion.

CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the Town during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

GOVERNING LAW AND VENUE

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.
- B. Summit County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Town will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the Town to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

NON-SOLICITATION

During and for a period of six (6) months following termination of this Agreement, the Town shall not directly or indirectly solicit for hire or engage any personnel (whether as employee, consultant or in any other capacity) of CAA with responsibilities related to this Agreement without CAA's prior written consent.

INDEPENDENT CONTRACTOR

The parties agree that the Consultant is an independent contractor and not an employee of the Town and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Consultant shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. This Agreement shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

AS AN INDEPENDENT CONTRACTOR, CONSULTANT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONSULTANT IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

THIRD PARTIES

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, successors and permitted assigns. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than parties receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Town of Bennett

Charles Abbott Associates, Inc.
27201 Puerta Real, Suite 200
Mission Viejo, CA 92691

Print Name

Rusty R. Reed

Print Name

Signature



Signature

Title

CEO/President

Title

Exhibit A:

COST PROPOSAL

Option 1: Residential & Commercial Building Inspections & Plan Review

This option covers all plan review and building inspection services, including building, electrical, mechanical, plumbing, and residential code inspections and plan check, as well as Building Official services as needed and as dictated by workload.

- Act as Town Building Official, as needed
- Conduct all plan reviews
- Conduct building inspections the next business day
- Provide Building Code related code enforcement
- Consult with office staff on building department and permit issues
- Consult with residents and contractors as needed for permit, submittal and building code requirement needs

For purposes of this Agreement, Building Code means the editions of the Town’s adopted codes promulgated by the International Code Council as adopted and amended from time to time by the Town, including but not limited to the International Building Code, Mechanical Code, Plumbing Code, Electrical Code, Residential Code, Property Maintenance Code, Existing Building Code, Fuel Gas Code, Energy Conservation Code, Residential Code, and any other adopted codes and amendments or applicable State and Federal requirements, and other Town adopted regulations, standards, and requirements related to building construction.

These services will be provided for the following percentage of all fees calculated and collected by the Town for the assigned project:

| Fees Collected Per Project | CAA's % of Fees |
|---|-----------------|
| All building permit and plan review fees calculated for the project | 60% |

RESOLUTION NO. 910-22

A RESOLUTION APPROVING AN AGREEMENT FOR BUILDING DEPARTMENT SERVICES BY AND BETWEEN THE TOWN OF BENNETT AND CHARLES ABBOTT ASSOCIATES, INC.

WHEREAS, the Town of Bennett desires to contract for building department services; and

WHEREAS, the Board of Trustees has determined that the proposed Agreement for Building Department Services is in the best interests of the Town and its citizens and desires to enter into this contract and related documents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:

Section 1. An Agreement for Building Department Services by and Between the Town of Bennett and Charles Abbott Associates, Inc. (the "Agreement") is hereby approved in essentially the same form as the Agreement for Building Department Services accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement, except that the Mayor is hereby further granted the authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, ADOPTED AND RESOLVED THIS 22ND DAY OF MARCH 2022.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Taeler Houlberg, Town Clerk Pro Tem

Suggested Motion

I move to approve Resolution No. 910-22 - A resolution approving an agreement for Building Department services by and between the Town of Bennett and Charles Abbott Associates, Inc.